

STATE OF MAINE
SUPREME JUDICIAL COURT
SITTING AS THE LAW COURT

Law Court Docket Number CUM-19-48

**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW
YORK, AS TRUSTEE (CWALT 2005-07CB)**

Appellant

v.

MICHAEL BUCK & DANIELLE SHONE

Appellees

ON APPEAL FROM CUMBERLAND COUNTY SUPERIOR COURT

Superior Court Docket Number PORSC-RE-15116

APPENDIX FOR THE PLAINTIFF-APPELLANT

THE BANK OF NEW YORK MELLON

Appellant's Attorney:
Santo Longo, Bar #9152
Bendett & McHugh, P.C.
30 Danforth Street, Suite 104
Portland, ME 04104
207-517-8918
slongo@bmpe-law.com

Appellees' Attorneys:
Mark A. Kearns, Bar #2485
Mark L. Randall, Bar #3683
482 Congress Street, Suite 304
Portland, ME 04101
207-775-0002
mak@newlaws.com
mark@randallw.com

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THE BANK OF NEW YORK MELLON - PLAINTIFF

SUPERIOR COURT

CUMBERLAND, ss.

Docket No PORSC-RE-2015-00116

Attorney for: THE BANK OF NEW YORK MELLON
SANTO LONGO - RETAINED 01/24/2019
BENDETT & MCHUGH PC
30 DANFORTH ST SUITE 104
PORTLAND ME 04101

DOCKET RECORD

Attorney for: THE BANK OF NEW YORK MELLON
PAUL D WEINSTEIN - RETAINED 10/29/2015
WEINSTEIN LOVELL & ORDWAY PA
431 MAIN STREET
SACO ME 04072

Attorney for: THE BANK OF NEW YORK MELLON
CHARLES BOYLE - RETAINED 06/29/2015
LAW OFFICES OF JOHN B SCHULTE
511 CONGRESS ST 8TH FL
PORTLAND ME 04112

Attorney for: THE BANK OF NEW YORK MELLON
TRISTAN E BIRKENMEIER - RETAINED 08/29/2018
BENDETT & MCHUGH PC
30 DANFORTH ST SUITE 104
PORTLAND ME 04101

Attorney for: THE BANK OF NEW YORK MELLON
ANDREW JOHN SCHAEFER - WITHDRAWN 10/16/2018
BENDETT & MCHUGH PC
30 DANFORTH ST SUITE 104
PORTLAND ME 04101

v.
DANIELLE SHONE (AKA DANIELLE L SHONE) - DEFENDANT
54 JOHANSEN STREET
PORTLAND ME 04103
Attorney for: DANIELLE SHONE (AKA DANIELLE L
SHONE)
MARK A KEARNS - RETAINED 08/07/2018
MARK A KEARNS ESQ ATTORNEY AT LAW
PO BOX 916

PORTLAND ME 04104-0916

Attorney for: DANIELLE SHONE (AKA DANIELLE L
SHONE)
MARK L RANDALL - RETAINED 08/07/2018
RANDALL LAW OFFIC, PA
482 CONGRESS STREEET STE 304
PO BOX 17915
PORTLAND ME 04112

MICHAEL BUCK (AKA MICHAEL J BUCK) - DEFENDANT
1590 WASHINGTON AVENUE
PORTLAND ME 04103

Attorney for: MICHAEL BUCK (AKA MICHAEL J BUCK)
 MARK A KEARNS - RETAINED 08/07/2018
 MARK A KEARNS ESQ ATTORNEY AT LAW
 PO BOX 916

PORTLAND ME 04104-0916

Attorney for: MICHAEL BUCK (AKA MICHAEL J BUCK)
 MARK L RANDALL - RETAINED 08/07/2018
 RANDALL LAW OFFIC, PA
 482 CONGRESS STREEET STE 304
 PO BOX 17915
 PORTLAND ME 04112

SANTANDER BANK NA - PARTIES IN INTEREST
 PO BOX 12646
 WILMINGTON DE 19801-3024

UNIFUND CCR PARTNERS - PARTIES IN INTEREST
 C/O CORPORATION SERVICE CO 45 MEMORIAL CIRCLE
 AUGUSTA ME 04330

Filing Document: COMPLAINT Minor Case Type: FORECLOSURE
 Filing Date: 06/29/2015

Docket Events:

06/29/2015 FILING DOCUMENT - COMPLAINT FILED ON 06/29/2015

WITH EXHIBIT A AND ATTACHMENTS

06/30/2015 Party(s): THE BANK OF NEW YORK MELLON
 ATTORNEY - RETAINED ENTERED ON 06/29/2015

Plaintiff's Attorney: CHARLES BOYLE

06/30/2015 CERTIFY/NOTIFICATION - CLERK CERTIFICATE ISSUED ON 06/30/2015

ORIGINAL SENT TO PLAINTIFF'S ATTORNEY

07/20/2015 Party(s): DANIELLE SHONE (AKA DANIELLE L SHONE)
 SUMMONS/SERVICE - CIVIL SUMMONS SERVED ON 07/09/2015

UPON DANIELLE SHONE K/K/A DANIELLE BUCK (KD)

07/20/2015 Party(s): DANIELLE SHONE (AKA DANIELLE L SHONE)
 SUMMONS/SERVICE - CIVIL SUMMONS FILED ON 07/17/2015

KD

07/20/2015 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK)
SUMMONS/SERVICE - CIVIL SUMMONS SERVED ON 07/09/2015

UPON MICHAEL BUCK - TO DANIELLE SHONE (BUCK) (KD)

07/20/2015 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK)
SUMMONS/SERVICE - CIVIL SUMMONS FILED ON 07/17/2015

KD

07/20/2015 Party(s): SANTANDER BANK NA
SUMMONS/SERVICE - CIVIL SUMMONS SERVED ON 07/01/2015

UPON SANTANDER BANK NA - TO MARIA GARCIA (KD)

07/20/2015 Party(s): SANTANDER BANK NA
SUMMONS/SERVICE - CIVIL SUMMONS FILED ON 07/17/2015

KD

07/20/2015 Party(s): UNIFUND CCR PARTNERS
SUMMONS/SERVICE - CIVIL SUMMONS SERVED ON 06/30/2015

UPON UNIFUND CCR PARTNERS - TO CORPORATION SERVICE CO (KD)

07/20/2015 Party(s): UNIFUND CCR PARTNERS
SUMMONS/SERVICE - CIVIL SUMMONS FILED ON 07/17/2015

KD

08/06/2015 ASSIGNMENT - SINGLE JUDGE/JUSTICE ASSIGNED TO JUSTICE ON 08/06/2015

THOMAS D WARREN , JUSTICE

08/10/2015 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK)
RESPONSIVE PLEADING - ANSWER FILED ON 08/07/2015

OF MICHAEL BUCK (KD)

08/10/2015 Party(s): DANIELLE SHONE (AKA DANIELLE L SHONE)
RESPONSIVE PLEADING - ANSWER FILED ON 08/07/2015

OF DANIELLE BUCK (KD)

08/13/2015 MEDIATION - INFORMATIONAL SESSION SCHEDULED FOR 09/18/2015 at 08:10 a.m.

KD

08/13/2015 MEDIATION - INFORMATIONAL SESSION NOTICE SENT ON 08/13/2015

MAILED TO BENDETT/MCHUGH & MICHAEL BUCK AND DANIELLE SHONE AT
1590 WASHINGTON AVENUE PORTLAND ME 04103 (KD)

COPY SENT TO DANIELLE SHONE RETURNED AS
UNDELIVERABLE BY USPS (KD) COPY SENT TO MICHAEL BUCK
RETURNED AS UNDELIVERABLE BY USPS (KD)

08/13/2015 MEDIATION - FIRST MEDIATION SCHEDULED FOR 09/18/2015 at 08:10 a.m.

KD

08/13/2015 MEDIATION - FIRST MEDIATION NOTICE SENT ON 08/13/2015

MAILED TO BENDETT/MCHUGH & MICHAEL BUCK AND DANIELLE SHONE AT
1590 WASHINGTON AVENUE PORTLAND ME 04103 (KD)

COPY SENT TO DANIELLE SHONE RETURNED AS
UNDELIVERABLE BY USPS (KD) COPY SENT TO MICHAEL BUCK
RETURNED AS UNDELIVERABLE BY USPS (KD)

09/16/2015 Party(s): THE BANK OF NEW YORK MELLON
OTHER FILING - OTHER DOCUMENT FILED ON 09/15/2015

PLTFS FINANCIAL INFORMATION-IN SEALED ENVELOPE (KD)

09/22/2015 MEDIATION - FIRST MEDIATION FTA ON 09/18/2015

MEDIATOR FILED FINAL REPORT AS NONAPPEARANCE OF DEFENDANTS,
SCHEDULING ORDER TO ISSUE (KD)

10/09/2015 COPY SENT TO DANIELLE SHONE AT
1590 WASHINGTON AVE PORTLAND ME RETURNED AS UNDELIVERABLE BY USPS
(KD) 10/13/2015 COPY SENT TO
MICHAEL BUCK AT 1590 WASHINGTON AVE PORTLAND ME RETURNED AS
UNDELIVERABLE BY USPS (KD)

09/22/2015 MEDIATION - INFORMATIONAL SESSION FTA ON 09/18/2015

MEDIATOR FILED FINAL REPORT AS NONAPPEARANCE OF DEFENDANTS,
SCHEDULING ORDER TO ISSUE (KD)

10/09/2015 COPY SENT TO DANIELLE SHONE AT
1590 WASHINGTON AVE PORTLAND ME RETURNED AS UNDELIVERABLE BY USPS
(KD)

09/23/2015 CASE STATUS - CASE FILE LOCATION ON 09/23/2015

TO JUSTICE WARREN FOR REVIEW (KD)

09/28/2015 CASE STATUS - CASE FILE RETURNED ON 09/24/2015

KD

09/28/2015 ORDER - SCHEDULING ORDER ENTERED ON 09/24/2015

THOMAS D WARREN , JUSTICE
 ORDERED INCORPORATED BY REFERENCE AT THE SPECIFIC DIRECTION OF
 THE COURT. COPIES TO PARTIES/COUNSEL
 10/14/2015 COPIES SENT TO MICHAEL BUCK &
 DANIELLE SHONE AT 1590 WASHINGTON AVENUE PORTLAND ME RETURNED AS
 UNDELIVERABLE BY USPS (KD)

09/28/2015 DISCOVERY FILING - DISCOVERY DEADLINE ENTERED ON 12/23/2015

10/30/2015 Party(s): THE BANK OF NEW YORK MELLON
 ATTORNEY - RETAINED ENTERED ON 10/29/2015

Plaintiff's Attorney: PAUL D WEINSTEIN

01/05/2016 Party(s): THE BANK OF NEW YORK MELLON
 OTHER FILING - WITNESS & EXHIBIT LIST FILED ON 01/04/2016

OF PLTF (KD)

01/13/2016 TRIAL - BENCH SCHEDULED FOR 02/16/2016 at 10:30 a.m.
 in Room No. 9

01/13/2016 TRIAL - BENCH NOTICE SENT ON 01/13/2016

01/25/2016 COPIES SENT TO DANIELLE SHONE AND MICHAEL BUCK AT 1590
 WASHINGTON AVENUE PORTLAND ME 04103 RETURNED AS UNDELIVERABLE BY
 USPS (KD) 02/11/2016 COPY SENT TO SANTANDER BANK NA RETURNED AS
 UNDELIVERABLE BY USPS (KD)

02/17/2016 TRIAL - BENCH CONTINUED ON 02/16/2016

THOMAS D WARREN , JUSTICE
 Plaintiff's Attorney: PAUL D WEINSTEIN
 Defendant Not Present in Court
 CASE CONTINUED. ER RECORDED 10:37:15 - 10:38:40 (KD)

05/19/2016 TRIAL - BENCH SCHEDULED FOR 06/23/2016 at 10:30 a.m.
 in Room No. 9

MARK CALDWELL , ASSISTANT CLERK-E

05/19/2016 TRIAL - BENCH NOTICE SENT ON 05/19/2016

MARK CALDWELL , ASSISTANT CLERK-E
 COPY MAILED TO SANTANTDER BANK NA PII RETURNED UNDELIVERABLE 6-
 13-16 (AP)

05/31/2016 Party(s): THE BANK OF NEW YORK MELLON
 MOTION - MOTION STAY OF PROCEEDINGS FILED ON 05/27/2016

OF PLTF TO STAY GENERALLY W/ PROPOSED ORDER (AP)

05/31/2016 CASE STATUS - CASE FILE LOCATION ON 05/31/2016

W/ JUDGE WARREN (AP)

06/01/2016 Party(s): THE BANK OF NEW YORK MELLON
MOTION - MOTION STAY OF PROCEEDINGS GRANTED ON 05/31/2016

THOMAS D WARREN , JUSTICE
STAYED GENERALLY THROUGH 8-31-16. PLTF SHALL FILE A STATUS REPORT
ON 8-31-16. COPIES MAILED 6-1-16 TO COUNSEL/PARTIES (AP)

06/01/2016 ORDER - ORDER FOR STAY OF PROCEEDINGS ENTERED ON 05/31/2016

THOMAS D WARREN , JUSTICE
ORDERED INCORPORATED BY REFERENCE AT THE SPECIFIC DIRECTION OF
THE COURT. COPIES TO PARTIES/COUNSEL MAILED 6-1-16. CASE STAYED
GENERALLY THROUGH 8-31-16 (AP) 06-20-16 COPY MAILED TO SANTANDER
BANK NA PII RETURNED UNDELIVERABLE (AP)

06/01/2016 CASE STATUS - CASE FILE RETURNED ON 05/31/2016

(AP)

06/01/2016 TRIAL - BENCH NOT HELD ON 05/31/2016

CASE STAYED GENERALLY THROUGH 8-31-16. (AP)

08/15/2016 Party(s): THE BANK OF NEW YORK MELLON
LETTER - FROM PARTY FILED ON 08/15/2016

OF PLTF REQUESTING THAT THE FORECLOSURE ACTION REMAIN STAYED FOR
AN ADDITIONAL 60 DAYS. (AP)

08/23/2016 ORDER - COURT ORDER ENTERED ON 08/22/2016

THOMAS D WARREN , JUSTICE
SHORT ORDER ENTERED BASED OFF OF LETTER FILED BY PLAINTIFF. STAY
EXTENDED TO 10/15/16. COPIES TO PARTIES/COUNSEL MAILED 8/23/16.
9/6/16 COPY SENT TO SANTANDER BANK NA RETURNED UNDELIVERABLE.

01/05/2017 TRIAL - BENCH SCHEDULED FOR 03/03/2017 at 09:30 a.m.

01/05/2017 TRIAL - BENCH NOTICE SENT ON 01/05/2017

TO PARTIES/COUNSEL

01/19/2017 TRIAL - BENCH RET UNDELIVERABLE ON 01/25/2017

DEF DANIELLE SHONE'S COPY OF NOTICE OF TRIAL RETURNED
UNDELIVERABLE. (AP)

02/24/2017 Party(s): THE BANK OF NEW YORK MELLON
MOTION - MOTION TO CONTINUE FILED ON 02/24/2017

OF PLTF CONSENTED TO MOTION TO CONTINUE TRIAL W/ PROPOSED ORDER
(AP)

02/27/2017 Party(s): THE BANK OF NEW YORK MELLON
MOTION - MOTION TO CONTINUE GRANTED ON 02/27/2017

THOMAS D WARREN , JUSTICE
THE COURT HEREBY GRANTS THIS MOTION TO CONTINUE TRIAL. THE TRIAL
SCHEDULED FOR MARCH 3 2017 IS HEREBY CONTINUED AND WILL BE
RESCHEDULED BY THE CLERK TO A DATE NO SOONER THAN 60 DAYS AS THE
COURTS SCHEDULE ALLOWS. COPIES TO PARTIES/COUNSEL MAILED 2/27/17
(AP) 3/10/17 COPY OF ORDER SENT TO SANTANDER BANK NA RETURNED
UNDELIVERABLE (AP). 3/20/17 COPY OF ORDER SENT TO DANIELLE SHONE
RETURNED UNDELIVERABLE (AP)

02/27/2017 TRIAL - BENCH CONTINUED ON 02/27/2017

CASE CONTINUED PER ORDER DATED 2/27/17 (AP)

03/21/2017 TRIAL - BENCH SCHEDULED FOR 06/06/2017 at 09:00 a.m.

03/21/2017 TRIAL - BENCH NOTICE SENT ON 03/21/2017

SENT TO PARTIES/COUNSEL (AP)

03/31/2017 TRIAL - BENCH RET UNDELIVERABLE ON 03/30/2017

COPY MAILED TO DANIELLE SHONE AT 54 JOHNSEN ST RETURNED
UNDELIVERABLE (AP) ON 3/28/17 COPY SENT TO SANTANDER BANK AT PO
BOX 12646 RETURNED UNDELIVERABLE (AP)

05/17/2017 Party(s): THE BANK OF NEW YORK MELLON
MOTION - MOTION TO CONTINUE FILED ON 05/17/2017

OF PLTF CONSENTED TO MOTION TO CONTINUE TRIAL WITH PROPOSED
ORDER. (AP)

05/17/2017 CASE STATUS - CASE FILE LOCATION ON 05/17/2017

SENT TO JUSTICE WARREN (AP)

05/22/2017 CASE STATUS - CASE FILE RETURNED ON 05/19/2017

05/22/2017 Party(s): THE BANK OF NEW YORK MELLON
MOTION - MOTION TO CONTINUE GRANTED ON 05/22/2017

THOMAS D WARREN , JUSTICE

THE COURT HEREBY GRANTS THIS MOTION TO CONTINUE TRIAL. THE TRIAL SCHEDULED FOR 6/6/17 IS HEREBY CONTINUED AND WILL BE RESCHEDULED BY THE CLERK TO A DATE NO SOONER THAN 60 DAYS AS THE COURTS SCHEDULE ALLOWS. COPIES TO PARTIES/COUNSEL MAILED 5/22/17 (AP) 6/1/17 COPY SENT TO SANTANDER BANK NA RETURNED UNDELIVERABLE (AP)

06/13/2017 TRIAL - BENCH CONTINUED ON 05/22/2017

CONTINUED PER COURT ORDER DATED 5/22/17 (AP)

07/10/2017 TRIAL - BENCH SCHEDULED FOR 10/27/2017 at 09:00 a.m.

07/10/2017 TRIAL - BENCH NOTICE SENT ON 07/10/2017

COPIES TO PARTIES/COUNSEL MAILED (AP) 7/18/17 COPY MAILED TO SANTANDER BANKNA RETURNED UNDELIVERABLE (AP)

07/24/2017 TRIAL - BENCH RET UNDELIVERABLE ON 07/24/2017

COPY MAILED TO DANIELLE SHONE RETURNED UNDELIVERABLE (AP)

10/19/2017 Party(s): THE BANK OF NEW YORK MELLON
MOTION - MOTION TO CONTINUE FILED ON 10/18/2017

OF PLTF CONSENTED TO MOTION TO CONTINUE TRIAL W/ PROPOSED ORDER (AP)

10/19/2017 CASE STATUS - CASE FILE LOCATION ON 10/19/2017

SENT TO JUSTICE WARREN FOR REVIEW (AP)

10/24/2017 CASE STATUS - CASE FILE RETURNED ON 10/23/2017

10/24/2017 Party(s): THE BANK OF NEW YORK MELLON
MOTION - MOTION TO CONTINUE GRANTED ON 10/23/2017

THOMAS D WARREN , JUSTICE

COURT GRANTS MOTION TO CONTINUE TRIAL. TRIAL SCHEDULED FOR 10/27 IS CONTINUED FOR 70 DAYS. COPIES TO PARTIES/COUNSEL MAILED 10/24/17. 10/31/17 COPY OF ORDER MAILED TO MICHAEL BUCK RETURNED UNDELIVERABLE (AP) 11/9/17 COPY MAILED TO SANTANDER BANK RETURNED UNDELIVERABLE (AP)

10/24/2017 TRIAL - BENCH CONTINUED ON 10/23/2017

CONTINUED FOR 70 DAYS

10/24/2017 Party(s): THE BANK OF NEW YORK MELLON
ATTORNEY - RETAINED ENTERED ON 10/18/2017

Plaintiff's Attorney: ANDREW JOHN SCHAEFER

11/27/2017 TRIAL - BENCH SCHEDULED FOR 03/02/2018 at 09:00 a.m.

11/27/2017 TRIAL - BENCH NOTICE SENT ON 11/27/2017

12/06/2017 TRIAL - BENCH RET UNDELIVERABLE ON 12/04/2017

COPY MAILED TO MICHAEL BUCK RETURNED UNDELIVERABLE (AP)

02/26/2018 CASE STATUS - CASE FILE LOCATION ON 02/26/2018

SENT TO JUSTICE WARREN FOR TRIAL SCHEDULED 3/2/18 AT 9:00AM

03/05/2018 CASE STATUS - CASE FILE RETURNED ON 03/05/2018

03/05/2018 TRIAL - BENCH HELD ON 03/02/2018

DIGITALLY RECORDED IN COURTROOM 9 FROM 9:29AM TO 10:19AM

03/05/2018 ORDER - COURT ORDER ENTERED ON 03/02/2018

THOMAS D WARREN , JUSTICE
PROCEDURAL ORDER ENTERED. THE CLERK SHALL INCORPORATE THIS ORDER
IN THE DOCKET BY REFERENCE PURSUANT TO RULE 79(A). COPIES TO
PARTIES/COUNSEL MAILED 3/5/18. ON 3/14/18 COPY OF ORDER MAILED TO
SANTANDER BANK NA RETURNED UNDELIVERABLE.

03/05/2018 Party(s): THE BANK OF NEW YORK MELLON
OTHER FILING - OTHER DOCUMENT FILED ON 03/02/2018

OF PLTF PROPOSED JUDGMENT

03/19/2018 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK)
LETTER - FROM PARTY FILED ON 03/16/2018

OF DEF MICHAEL BUCK REGARDING HEARING AND WANTING TO PARTICIPATE
IN IT.

03/19/2018 CASE STATUS - CASE FILE LOCATION ON 03/19/2018

SENT TO JUSTICE WARREN FOR REVIEW

03/21/2018 CASE STATUS - CASE FILE RETURNED ON 03/20/2018

03/21/2018 ORDER - COURT ORDER ENTERED ON 03/20/2018

THOMAS D WARREN , JUSTICE
CASE TO BE RESET FOR HEARING. PLTF SHALL HAVE WITNESSES CAPABLE
OF AUTHENTICATING AND PROVIDING FOUNDATION FOR ALL EXHIBITS
SOUGHT TO BE INTRODUCED AS BUSINESS RECORDS. COPIES TO
PARTIES/COUNSEL MAILED 3/21/18 (AP). 3/26/18 COPY MAILED TO
DANIELLE SHONE RETURNED UNDELIVERABLE. 4/6/18 COPY MAILED TO
SANTANDER BANK RETURNED UNDELIVERABLE

03/30/2018 TRIAL - BENCH SCHEDULED FOR 06/04/2018 at 08:30 a.m.

03/30/2018 TRIAL - BENCH NOTICE SENT ON 03/30/2018

TO PARTIES/COUNSEL. 4/9/18 COPY MAILED TO SANTANDER BANK NA
RETURNED UNDELIVERABLE

04/20/2018 Party(s): DANIELLE SHONE (AKA DANIELLE L SHONE)
OTHER FILING - OTHER DOCUMENT FILED ON 04/19/2018

DEFENDANT DANIELLE SHONE'S COPY OF THE 3/20/18 ORDER WAS RETURNED
FROM THE POST OFFICE AS "UNABLE TO FORWRAD/FOR REVIEW". (MC)

04/25/2018 TRIAL - BENCH RET UNDELIVERABLE ON 04/23/2018

DEFENDANT DANIELLE SHONE'S COPY OF THE HEARING NOTICE WAS
RETURNED FROM THE POST OFFICE AS "RETURN TO SENDER, NOT
DELIVERABLE AS ADDRESSED, UNABLE TO FORWARD". (MC)

06/01/2018 CASE STATUS - CASE FILE LOCATION ON 06/01/2018

FILE WITH JUSTICE WARREN FOR TRIAL 6/4/18

06/04/2018 CASE STATUS - CASE FILE RETURNED ON 06/04/2018

06/04/2018 TRIAL - BENCH CONTINUED ON 06/04/2018

CONTINUED TO NEXT DATE WHILE PARTIES CONTINUE TO DISCUSS POSSIBLE
SETTLEMENT

07/11/2018 TRIAL - BENCH SCHEDULED FOR 09/05/2018 at 08:30 a.m.

07/11/2018 TRIAL - BENCH NOTICE SENT ON 07/11/2018

07/26/2018 TRIAL - BENCH RET UNDELIVERABLE ON 07/26/2018

COPY MAILED TO SANTANDER BANK NA RETURNED UNDELIVERABLE

08/08/2018 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK)
ATTORNEY - RETAINED ENTERED ON 08/07/2018

Defendant's Attorney: MARK A KEARNS

Party(s): DANIELLE SHONE (AKA DANIELLE L SHONE)
ATTORNEY - RETAINED ENTERED ON 08/07/2018

Defendant's Attorney: MARK A KEARNS

08/08/2018 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK)
ATTORNEY - RETAINED ENTERED ON 08/07/2018

Defendant's Attorney: MARK L RANDALL

Party(s): DANIELLE SHONE (AKA DANIELLE L SHONE)
ATTORNEY - RETAINED ENTERED ON 08/07/2018

Defendant's Attorney: MARK L RANDALL

08/24/2018 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK), DANIELLE SHONE (AKA DANIELLE L SHONE)
OTHER FILING - ENTRY OF APPEARANCE FILED ON 08/23/2018

ENTRY OF APPEARANCE OF MARK RANDALL ESQ AND MARK KEARNS ESQ ORO
DEFENDANTS MICHAEL BUCK AND DANIELLE SHONE. (MC)

08/24/2018 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK), DANIELLE SHONE (AKA DANIELLE L SHONE)
OTHER FILING - WITNESS & EXHIBIT LIST FILED ON 08/23/2018

DEFENDANTS' WITNESS AND EXHIBIT LIST. (MC)

08/30/2018 Party(s): THE BANK OF NEW YORK MELLON
MOTION - OTHER MOTION FILED ON 08/29/2018

PLAINTIFF'S MOTION TO SUBSTITUTE ATTORNEY OF RECORD ALONG WITH
PROPOSED ORDER. (MC)

08/30/2018 Party(s): THE BANK OF NEW YORK MELLON
ATTORNEY - RETAINED ENTERED ON 08/29/2018

Plaintiff's Attorney: TRISTAN E BIRKENMEIER

08/30/2018 Party(s): THE BANK OF NEW YORK MELLON
MOTION - MOTION TO CONTINUE FILED ON 08/29/2018

PLAINTIFF'S CONSENT MOTION TO CONTINUE ALONG WITH PROPOSED ORDER.
(MC)

08/30/2018 CASE STATUS - CASE FILE LOCATION ON 08/30/2018

TO JUSTICE WARREN FOR REVIEW OF CONSENT MOTION TO CONTINUE. (MC)

09/04/2018 CASE STATUS - CASE FILE RETURNED ON 09/04/2018

09/04/2018 Party(s): THE BANK OF NEW YORK MELLON
RE-200

MOTION - MOTION TO CONTINUE GRANTED ON 08/31/2018

THOMAS D WARREN , JUSTICE
COPIES TO PARTIES/COUNSEL ON 09/04/18. (MC) COPY MAILED TO
SANTANDER BANK NA RETURNED ATTEMPTED NOT KNOWN UNABLE TO FORWARD
9/17/18 (AT)

09/04/2018 TRIAL - BENCH CONTINUED ON 08/31/2018

THOMAS D WARREN , JUSTICE

09/05/2018 TRIAL - BENCH SCHEDULED FOR 10/10/2018 at 10:00 a.m.

MARK CALDWELL , ASSISTANT CLERK-E

09/05/2018 TRIAL - BENCH NOTICE SENT ON 09/05/2018

MARK CALDWELL , ASSISTANT CLERK-E

10/02/2018 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK), DANIELLE SHONE (AKA DANIELLE L SHONE)
MOTION - MOTION IN LIMINE FILED ON 10/02/2018

DEFENDANTS' MOTION IN LIMINE ALONG WITH PROPOSED ORDER. (MC)

10/04/2018 Party(s): THE BANK OF NEW YORK MELLON
OTHER FILING - OPPOSING MEMORANDUM FILED ON 10/04/2018

PLAINTIFF'S OBJECTION TO DEFENDANTS' MOTION IN LIMINE. (MC)

10/10/2018 TRIAL - BENCH HELD ON 10/10/2018

THOMAS D WARREN , JUSTICE
Plaintiff's Attorney: TRISTAN E BIRKENMEIER
MARK RANDALL ESQ ALSO APPEARED ON BEHALF OF DEFENDANTS. TRIAL
HELD AND TESTIMONY TAKEN IN PORTLAND CR#8. MATTER DIGITALLY
RECORDED (10:50AM-12:27PM). (MC)

10/12/2018 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK), DANIELLE SHONE (AKA DANIELLE L SHONE)
MOTION - MOTION IN LIMINE DENIED ON 10/10/2018

THOMAS D WARREN , JUSTICE
DENIED ORALLY IN COURT AT TRIAL ON 10/10/18. (MC)

10/16/2018 FINDING - JUDGMENT DETERMINATION ENTERED ON 10/10/2018

THOMAS D WARREN , JUSTICE
ORDERED INCORPORATED BY REFERENCE AT THE SPECIFIC DIRECTION OF
THE COURT. COPIES TO PARTIES/COUNSEL ON 10/16/18. (MC)

ORDER - COURT JUDGMENT ENTERED ON 10/10/2018

THOMAS D WARREN , JUSTICE
 ORDERED INCORPORATED BY REFERENCE AT THE SPECIFIC DIRECTION OF
 THE COURT. COPIES TO PARTIES/COUNSEL ON 10/16/18. (MC)
 Judgment entered for MICHAEL BUCK (AKA MICHAEL J BUCK), DANIELLE SHONE
 (AKA DANIELLE L SHONE) and against THE BANK OF NEW YORK MELLON. SEE
 ORDER/JUDGMENT FOR MORE DETAILED INFORMATION.

10/16/2018 FINDING - FINAL JUDGMENT CASE CLOSED ON 10/16/2018

10/16/2018 CASE STATUS - CASE FILE LOCATION ON 10/16/2018

TO JUSTICE WARREN FOR REVIEW OF PENDING MOTION TO SUBSTITUTE
 ATTORNEY OF RECORD. (MC)

10/17/2018 Party(s): THE BANK OF NEW YORK MELLON
 APPEAL - TRANSCRIPT ORDER FORM FILED ON 10/17/2018

OF PLTF, FOR PERSONAL REFERENCE, FOR TRANSCRIPT OF BENCH TRIAL
 HELD 10/10/18 (AT)

10/17/2018 Party(s): THE BANK OF NEW YORK MELLON
 APPEAL - TRANSCRIPT ORDER FORM SENT TO REPORTER/ER ON 10/17/2018

10/22/2018 CASE STATUS - CASE FILE RETURNED ON 10/19/2018

10/22/2018 Party(s): THE BANK OF NEW YORK MELLON
 MOTION - OTHER MOTION GRANTED ON 10/16/2018

THOMAS D WARREN , JUSTICE
 PLAINTIFF'S MOTION TO SUBSTITUTE ATTORNEY OF RECORD ALONG WITH
 PROPOSED ORDER. COPIES SENT TO PARTIES/COUNSEL ON 10/22/18. (MC)

10/22/2018 Party(s): THE BANK OF NEW YORK MELLON
 ATTORNEY - WITHDRAWN ORDERED ON 10/16/2018

Plaintiff's Attorney: ANDREW JOHN SCHAEFER

10/25/2018 OTHER FILING - TRANSCRIPT FILED ON 10/25/2018

TRANSCRIPT FROM BENCH TRIAL HELD ON 10/10/18. (MC)

10/31/2018 Party(s): THE BANK OF NEW YORK MELLON
 MOTION - OTHER MOTION FILED ON 10/30/2018

PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT PURSUANT TO
 M.R.CIV.P. 59(E) AND FOR NEW TRIAL PURSUANT TO M.R.CIV.P. 59(A)
 ALONG WITH ATTACHED EXHIBIT A. (MC)

11/07/2018 Party(s): MICHAEL BUCK (AKA MICHAEL J BUCK), DANIELLE SHONE (AKA DANIELLE L SHONE)
 RE-200 Page 13 of 15

Printed on: 02/26/2019

OTHER FILING - OPPOSING MEMORANDUM FILED ON 11/06/2018

DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO ALTER OR AMEND
JUDGMENT AND FOR NEW TRIAL. (MC)

11/15/2018 Party(s): SANTANDER BANK NA
OTHER FILING - OTHER DOCUMENT FILED ON 11/13/2018

PII SANTANDER BANK NA'S COPY OF THE ORDER ON MOTION TO SUBSTITUTE
WAS RETURNED FROM THE POST OFFICE AS "RETURN TO SENDER, ATTEMPTED
NOT KNOWN, UNABLE TO FORWARD". (MC)

12/04/2018 CASE STATUS - CASE FILE LOCATION ON 12/04/2018

TO JUSTICE WARREN FOR REVIEW OF PLAINTIFF'S MOTION TO AMEND OR
ALTER JUDGMENT AND FOR NEW TRIAL ALONG WITH DEFENDANTS'
OPPOSITION. (MC)

01/03/2019 CASE STATUS - CASE FILE RETURNED ON 12/21/2018

01/03/2019 Party(s): THE BANK OF NEW YORK MELLON
MOTION - OTHER MOTION DENIED ON 12/21/2018

THOMAS D WARREN , JUSTICE
PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT PURSUANT TO
M.R.CIV.P. 59(E) AND FOR NEW TRIAL PURSUANT TO M.R.CIV.P. 59(A)
ALONG WITH ATTACHED EXHIBIT A. COPIES SENT TO PARTIES/COUNSEL ON
01/03/19. (MC)

02/05/2019 Party(s): SANTANDER BANK NA
OTHER FILING - OTHER DOCUMENT FILED ON 01/17/2019

PII SANTANDER BANK'S COPY OF THE ORDER ON MOTION FOR NEW TRIAL
WAS RETURNED FROM THE POST OFFICE AS "RETURN TO SENDER, ATTEMPTED
NOT KNOWN, UNABLE TO FORWARD". (MC)

02/05/2019 Party(s): THE BANK OF NEW YORK MELLON
APPEAL - NOTICE OF APPEAL FILED ON 01/24/2019

PLAINTIFF'S NOTICE OF APPEAL FROM JUDGMENT, ORDER OR RULING
ENTERED IN THIS PROCEEDING ON 01/03/19 ALONG WITH ATTACHED
TRANSCRIPT AND AUDIO ORDER FORM. \$175.00 APPEAL FEE PAID. DATE-
STAMPED COPIES OF THE NOTICE OF APPEAL WITH ATTACHED TRANSCRIPT
AND AUDIO ORDER FORM WERE SENT TO OTHER PARTIES/COUNSEL ON
02/05/19. (MC)

02/05/2019 Party(s): THE BANK OF NEW YORK MELLON
APPEAL - NOTICE OF APPEAL SENT TO REPORTER/ER ON 02/05/2019

SCANNED COPIES OF PLAINTIFF'S NOTICE OF APPEAL WITH ATTACHED
TRANSCRIPT AND AUDIO ORDER AND DOCKET ENTRIES WERE SENT TO THE
OFFICE OF TRANSCRIPT PRODUCTION AND TO CTA DARCEY EMERY ON
02/05/19. (MC)

02/05/2019 Party(s): THE BANK OF NEW YORK MELLON
APPEAL - NOTICE OF APPEAL SENT TO LAW COURT ON 02/05/2019

SCANNED COPIES OF PLAINTIFF'S NOTICE OF APPEAL WITH ATTACHED
TRANSCRIPT AND AUDIO ORDER FORM, APPEAL CHECKLIST AND DOCKET
ENTRIES WERE SENT TO THE CLERK OF THE LAW COURT ON 02/05/19. (MC)

02/05/2019 Party(s): THE BANK OF NEW YORK MELLON
ATTORNEY - RETAINED ENTERED ON 01/24/2019

Plaintiff's Attorney: SANTO LONGO

02/07/2019 APPEAL - RECORD ON APPEAL DUE IN LAW COURT ON 02/07/2019
RECORD DUE IN LAW COURT BETWEEN 02/21/19 AND 02/28/19. (MC)

02/15/2019 Party(s): SANTANDER BANK NA
OTHER FILING - OTHER DOCUMENT FILED ON 02/15/2019

PII SANTANDER BANK NA'S COPY OF THE NOTICE OF APPEAL WITH
ASSOCIATED MATERIALS THAT WERE MAILED TO THEM BY THE CLERK WERE
RETURNED FROM THE POST OFFICE AS "RETURN TO SENDER, ATTEMPTED NOT
KNOWN, UNABLE TO FORWARD". (MC)

02/26/2019 APPEAL - RECORD ON APPEAL SENT TO LAW COURT ON 02/26/2019
MARK CALDWELL , ASSISTANT CLERK-E
ATTESTED COPY OF THE DOCKET RECORD SENT TO PARTIES/COUNSEL ON
02/26/19. (MC)

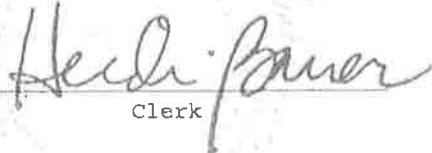
LAW

Receipts

06/29/2015	Misc Fee Payments	\$5.00	paid.
06/29/2015	Misc Fee Payments	\$200.00	paid.
06/29/2015	Misc Fee Payments	\$150.00	paid.
06/29/2015	Misc Fee Payments	\$20.00	paid.
10/30/2018	Misc Fee Payments	\$60.00	paid.
01/24/2019	Misc Fee Payments	\$150.00	paid.
01/24/2019	Misc Fee Payments	\$25.00	paid.

A TRUE COPY

ATTEST:


Clerk

STATE OF MAINE
CUMBERLAND, ss

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. RE-15-116

BANK OF NEW YORK MELLON,

Plaintiff

v.

STATE OF MAINE
Cumberland, ss. Clerk's Office

ORDER

MICHAEL BUCK, et al.,

Defendants

OCT 11 2018
10:49 a.m.
RECEIVED

For the reasons stated on the record at today's hearing, the court rules that an adequate foundation has not been laid for the admissibility as a business record of the notice of deficiency and right to cure notice allegedly sent to defendant Michael Buck (plaintiff's Ex. D). Accordingly, plaintiff Bank of New York Mellon is unable to prove that notice required under 14 M.R.S., § 6111 was given and judgment shall be entered for defendants Michael Buck and Danielle Shone.

The court referred at the hearing to the statement by Justice Oliver Wendell Holmes in *Rock Island, Arkansas & Louisiana Railroad Co. v. United States*, 254 U.S. 141, 143 (1920), that persons "must turn square corners when dealing with the Government." It is now established that banks must turn square corners when pursuing mortgage foreclosures in Maine.

The entry shall be:

Judgment for defendants. The clerk shall incorporate this order in the docket by reference pursuant to Rule 79(a).

Dated: October 10, 2018


Thomas D. Warren
Justice, Superior Court

Entered on the Docket:  Page 16
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STATE OF MAINE

CUMBERLAND COUNTY, ss.

SUPERIOR COURT

CIVIL ACTION

DOCKET NO. PORSC-RE-2015-00116

THE BANK OF NEW YORK MELLON,

Plaintiff

VS.

MICHAEL BUCK AND DANIELLE
SHONE,

Defendants

BENCH TRIAL

OCTOBER 10, 2018
PORTLAND, MAINE

BEFORE:

THE HONORABLE THOMAS D. WARREN
JUDGE OF THE SUPERIOR COURT

APPEARANCES:

ON BEHALF OF THE PLAINTIFF:
TRISTAN E. BIRKENMEIER, ESQ.

ON BEHALF OF THE DEFENDANTS:
MARK L. RANDALL, ESQ.
MARK A. KEARNS, ESQ.

TRANSCRIBED BY:

eScribers, LLC
7227 North 16th Street, Suite #207
Phoenix, AZ 85020



I N D E X

WITNESS

DIRECT

CROSS

REDIRECT

RECROSS

FOR THE PLAINTIFF:

James D'Orlando 52

MISCELLANEOUS

PAGE

Court's Rulings 15, 75, 82

Rule of Sequestration 24

1 We have to turn tight corners, but this is sufficient
2 testimony that they've -- to satisfy Quint. Even under the
3 strict -- even under the strict regime that we're dealing with
4 here, Your Honor, this is sufficient for this record to be
5 admissible. Thank you.

6 THE COURT: Okay. Mr. Randall, anything --

7 MR. RANDALL: The only thing --

8 THE COURT: -- or have we now exhausted the subject, and I
9 should try and figure out to rule.

10 MR. RANDALL: I think we have, Your Honor.

11 THE COURT: Okay. Let me just say that I think
12 Mr. Birkenmeier's done a valiant job of establishing
13 everything but one thing, and that is that this witness has
14 personal knowledge of the record creating and keeping
15 practices of Bendett & McHugh. The particular answer I'm
16 thinking of is when Mr. Birkenmeier said, and does Bayview
17 audit and look at the specific business -- recordkeeping and
18 business practices, this witness said, they would. And that's
19 not saying, I have personal knowledge. That's saying that
20 that's what supposed to happen. And I'm sure it mostly does
21 happen.

22 And I also think this witness has adequately established
23 that the information that goes to Bendett & McHugh is correct
24 information, and that it's double-checked when it comes back
25 to make sure it's correct information.

1 But I think -- I'm afraid I -- under particularly the
2 current rule that you have to turn square corners more in this
3 area than in any other area of law that I'm currently
4 familiar, I think you need someone who can say, I am
5 personally familiar with the record creating and keeping
6 practices and mailing practices, because the key to this is
7 not just the content, but the fact that it was actually mailed
8 and that when it was mailed, it corresponds to the certificate
9 of mailing which appears at the back of it.

10 In other words, the certificate of mailing is -- no one
11 has yet required the certificate -- someone to come in and --
12 who said, I personally mailed it. The certificate of mailing
13 has been sufficient. But that's been sufficient because
14 someone is able to testify that as part of their business
15 records, they -- every time a document is sent, the
16 certificate of mailing is attached to it, and here's a copy as
17 it appears in the business records.

18 So I think Mr. Birkenmeier, notwithstanding a valiant
19 effort to -- that establishes most of the elements here, has
20 not established that Mr. D'Orlando, who is a knowledgeable
21 person and I'm sure knows a lot about making sure that these
22 letters are correct and that they end up correctly in the
23 file, but that he does not know exactly the creation,
24 recordkeeping, and mailing processes at Bendett & McHugh,
25 which is I'm afraid what I think you need, Mr. Birkenmeier,

1 when it's objected to.

2 So I'm going to agree with Mr. Randall and rule that
3 Exhibit D is not admissible without suggesting that I am in
4 any way critical of Bayview's oversight of the recordkeeping
5 process, because it looks to me as if, from Mr. D'Orlando,
6 they monitor that very carefully. But he doesn't personally
7 say, I go to -- I've been to Bendett & McHugh and I've watched
8 how they mail things, I've watched the paralegals attach the
9 certificates of mailing to the letters, I've watched the
10 letters go down the chute, I've watched them be printed, and
11 I've watched them then be uploaded back to my firm. And I
12 think that's what he needs to say if he's not an employee of
13 Bendett & McHugh.

14 MR. BIRKENMEIER: So that seems to be -- that's a very
15 high bar, Your Honor.

16 THE COURT: I think it is a high bar. And I think the
17 answer is -- I think Eddins suggested that you need a witness
18 from your firm, that you need the mail clerk from your firm,
19 or wherever, who may be located, it looks like -- and this
20 makes it very difficult, but this is part of the problem
21 that's happened with mortgages. And if you've read
22 Justice Alexander's decisions, he keeps complaining about the
23 fact that people have securitized these mortgages and have
24 turned them into commodities and have dealt with them in a
25 bureaucratic fashion; that you need a mail clerk from -- and

1 maybe even a mail clerk from Connecticut, because it looks
2 like this firm [sic] was mailed in Connecticut -- this letter
3 was mailed in Connecticut.

4 Now, you may have a mail clerk who's familiar with the
5 process. I don't think someone has to say, I mailed it, but I
6 think someone has to say, I have watched the Bendett & McHugh
7 mailing process, I am familiar with how it works, I have
8 watched the letter from beginning to end, I see where the
9 information comes in from the bank, I see where the
10 information is put in the letter, I know how they're mailed, I
11 know how they're printed, I know who Lindsay Allen is, or the
12 kind of person who electronically signs them, I know how
13 they're mailed, I know how the certificate of mailing is
14 attached to them, and then they are uploaded back to Bayview.
15 And the fact that that wasn't done may be a problem under
16 Eddins. And it may make a -- create a very high bar. But I
17 think that's what's required under Eddins.

18 If I didn't -- every time the law court finds that a case
19 where the business records have not been scrupulously -- the
20 business records will not have been scrupulously adhered to,
21 they seem to reverse the decision if the decision was in favor
22 of the foreclosing entity every single time. And it seems to
23 me that our job is to take heat of that and say that the
24 business records rules have to be scrupulously complied with,
25 and there has to be someone who says, I have personal

1 familiarity with the Bendett & McHugh mailing, producing,
2 recording, creation process. And that may mean that someone
3 from Bayview could go and spend two weeks or a week or even
4 two days at Bendett & McHugh and be taken through the process,
5 and say, I'm now familiar with it. But until something like
6 that happens, I don't think someone other than a Bendett &
7 McHugh person can testify to it.

8 MR. BIRKENMEIER: All right. I understand, Your Honor.
9 And regarding the KeyBank v. Quint, Your Honor, I mean --

10 THE COURT: I agree. You cited -- you went straight to
11 paragraph 16 and I'm looking at paragraph 15, which says,
12 "Knowledge of both businesses' regular practices to determine
13 the reliability." And what I heard Mr. D'Orlando, quite
14 properly say is -- would Bayview audit the recordkeeping
15 creation and mailing practices of Bendett & McHugh? And he
16 said, they would. But he didn't say, I have, and I think
17 that's what he needs to say if he's not an employee of Bendett
18 & McHugh.

19 MR. BIRKENMEIER: So it's not --

20 THE COURT: I think it has to be personal knowledge.
21 That's why you have a custodian. The custodian says, I'm the
22 custodian of the documents and I can tell you that this is in
23 my file and I can tell you that I know who created -- how
24 these things are created because I've watched clerks create
25 them and I understand who -- and fills in these entries and I

1 understand who types them into our records and I understand
2 what happens to them from there, and that's what you need for
3 the general custodian.

4 And Mr. D'Orlando's not a custodian of Bendett & McHugh
5 records. So he has to be personally familiar with exactly
6 what Bendett & McHugh does about the record. And to know that
7 he's got all kinds of requirements of what they're supposed to
8 do gets him about halfway there or maybe three-quarters of the
9 way there, but it doesn't mean that he knows that they're --
10 how they actually do it. And I'm agreeing that he knows that
11 his procedures -- or Bayview's assure that the information in
12 the letter is correct from Bayview's point of view --

13 MR. BIRKENMEIER: And we --

14 THE COURT: -- the content --

15 MR. BIRKENMEIER: And it's also --

16 THE COURT: -- but we have to make sure the letter was, in
17 fact, mailed.

18 MR. BIRKENMEIER: And it's also that -- he also -- Bayview
19 through its processes has sufficient knowledge regarding the
20 business practices that the law firm uses.

21 THE COURT: I think that's right, but I don't think
22 Mr. D'Orlando has it. He didn't testify that he personally
23 had it. He said, they would.

24 MR. BIRKENMEIER: But in Quint -- and I understand. I
25 understand.

1 THE COURT: So I mean, I think that's -- as I said, I
2 thought you did a valiant effort and I thought you covered --
3 of what looks like seven bases the law court wants covered, I
4 think you covered six of them. And I don't think what
5 Mr. D'Orlando, as competent and as knowledgeable as he is
6 about Bayview's practices and about the general relationship
7 between Bendett & McHugh and Bayview, can see he has personal
8 knowledge of watching Bendett & McHugh send out letters and
9 watching them get transmitted, handed around through the
10 Bendett process, and eventually then put in in an upload
11 manner. And we can assume that it looks like they're done
12 correctly, and we can assume that his entity does a good job
13 of checking to make sure that the information once sent out is
14 what they wanted sent out.

15 MR. BIRKENMEIER: Yeah.

16 THE COURT: But I don't -- I don't think he can say, I
17 personally -- I didn't hear him say, I personally am aware
18 of -- and I've personally observed the Bendett & McHugh
19 process of creation, mailing, and noting the dates and times
20 of mailing, and then uploading it back to us. He says, I know
21 what goes to them and I audit what comes back, and I know that
22 my company -- I know Bayview audits them. And that's all well
23 and good. And we rely and we have processes that allow us to
24 receive -- everything you've got in paragraph 16.

25 MR. BIRKENMEIER: And Your Honor, paragraph 16 phrases it

1 all as -- I would submit he's a custodian of the records --

2 THE COURT: All right.

3 MR. BIRKENMEIER: -- of Bayview. And I would submit in
4 paragraph --

5 THE COURT: Well, he's a custodian of it, but I mean, if
6 you read Eddins, you need someone who has a familiarity with
7 the process used by the law firm, not just, here's what we
8 tell the law firm to do, and here's what we got back from the
9 law firm.

10 MR. BIRKENMEIER: But Eddins is one way to do it,
11 Your Honor --

12 THE COURT: Well --

13 MR. BIRKENMEIER: -- but we're submitting that we can
14 also --

15 THE COURT: And I'm happy -- listen, I'm happy to have you
16 argue this if you want to, but that's my ruling.

17 MR. BIRKENMEIER: Understood.

18 THE COURT: I mean, you're welcome to appeal. And as I
19 say, I thought you did a valiant job of establishing
20 everything but the one thing --

21 MR. BIRKENMEIER: Understood.

22 THE COURT: -- which is personal knowledge of the creation
23 of the document at Bendett & McHugh once the information's
24 received, the mailing, the notations, the timing of the
25 mailing -- because the timing's important, right? The 35 days

1 doesn't just depend on the date of the letter, right, it
2 depends on whether the letter was actually sent. And then the
3 fact that the information is then sent back to Bayview. And I
4 think in all -- all of that happens, but there's -- in the
5 middle, you need someone with personal knowledge.

6 MR. BIRKENMEIER: And the Court won't reconsider? The
7 Court --

8 THE COURT: No, I won't. I mean, I've ruled and I'm not
9 going to --

10 MR. BIRKENMEIER: No.

11 THE COURT: -- take back the ruling. I do think that --

12 MR. BIRKENMEIER: Not on this.

13 THE COURT: -- in the take no prisoners world of mortgage
14 these days --

15 MR. BIRKENMEIER: Conceding that.

16 THE COURT: -- it's not a process that I particularly
17 enjoy watching lawyers get trapped. But you did know, as
18 Mr. Randall pointed out, that this would be an issue. You
19 could have had someone from your firm who might have full
20 knowledge of the process, that you don't have to bring a mail
21 clerk from Connecticut if you've got someone who really knows
22 how this works and has maybe been down there or has watched
23 the process work at other places to do it. And you were aware
24 you had the affidavit. And my feeling is that you needed to
25 have the person here and list them. So that's where I'm at on

1 that, having ruled. And I don't say that with a great deal of
2 satisfaction --

3 MR. BIRKENMEIER: Understood.

4 THE COURT: -- because I do think that in Maine lawyers
5 have usually attempted to allow the other lawyers to get -- as
6 long as there's not severe prejudice, to get stuff that they
7 need to get even if it's a little late or a little after the
8 time. But I think the square corners rule as being applied in
9 mortgages is precluding some of the accommodations that would
10 normally be made. And I've already made the fact that I'm not
11 thrilled with Mr. Kearns' and Mr. Randall's take no prisoners
12 view --

13 MR. KEARNS: I'll take the blame.

14 THE COURT: -- in this case.

15 MR. KEARNS: I'll take the blame for that.

16 THE COURT: All right. So --

17 MR. BIRKENMEIER: Thank you, Your Honor.

18 THE COURT: All right. Thank you.

19 So I'm going to rule that Exhibit D is not admitted, that,
20 therefore, the bank can't -- that the Bank of New York Mellon
21 cannot establish that the notice requirements under 6111 were,
22 in fact, complied with, and that, therefore, a judgment for
23 Mr. Buck and Ms. Shone. And I guess I will just put that on a
24 piece of paper.

25 Is there any more that anyone thinks is necessary?

1 MR. BIRKENMEIER: No, Your Honor. I believe you have the
2 original documents --

3 MR. RANDALL: No, Your Honor.

4 MR. BIRKENMEIER: -- as well.

5 THE COURT: If I have the originals, I'm happy to give
6 them back. Did I --

7 MR. KEARNS: They were not admitted, so you can return
8 them.

9 THE COURT: Let me make sure I've got everything here.
10 Okay. Here is the original note, here is an original
11 mortgage. Did they come in a folder or did you just hand them
12 loose?

13 MR. BIRKENMEIER: I just handed them up, Your Honor.

14 THE COURT: There they are. And here --

15 MR. BIRKENMEIER: Your Honor, if I may make one last
16 submission to the Court.

17 THE COURT: Sure.

18 MR. BIRKENMEIER: We had discussed the exhibits that were
19 previously -- that --

20 THE COURT: Yeah. They're here.

21 MR. BIRKENMEIER: Were those -- Your Honor, I could make a
22 last-ditch argument that those exhibits were already admitted
23 as part of this --

24 THE COURT: Yeah. I'm not --

25 MR. BIRKENMEIER: -- actually.

1 THE COURT: You know, I don't remember --

2 MR. BIRKENMEIER: I know it's --

3 THE COURT: -- whether that's true or not, but if it was,
4 it was conditional on whether Mr. Buck had gotten notice. And
5 I admit that in March of 2018, this is unfortunate, the Eddins
6 case hadn't come down.

7 MR. BIRKENMEIER: Correct.

8 THE COURT: But --

9 MR. BIRKENMEIER: So even if the transcript -- and I'm
10 just -- even in the transcript did reveal, Your Honor, that
11 those were admitted at that time --

12 THE COURT: Right. And my view would be --

13 MR. BIRKENMEIER: -- you wouldn't be --

14 THE COURT: -- that I --

15 MR. BIRKENMEIER: -- inclined to --

16 THE COURT: -- that it doesn't mean that they're admitted
17 now that Mr. Buck is here and objecting -- or counsel for
18 Mr. Buck is here and objecting because that proceeding --
19 whatever was admitted, if it was, while Mr. Buck wasn't here,
20 he gets a complete redo because we didn't give him notice.

21 MR. BIRKENMEIER: Understood.

22 THE COURT: And I don't think anyone at the time argued
23 that we had given him proper notice. I think it became pretty
24 clear from the file that at some point in the game we had a
25 better notice for him than we -- a better address for him than

1 we'd used. And I don't recall someone -- maybe the answer to
2 this is that the banks should make sure that they give notice
3 as well as assuming our clerk's office is going to do it,
4 because our clerk's office -- and it wasn't Mr. Caldwell, but
5 they're hard working people, and they try to give notice, but
6 our clerk's office hadn't given it to the right address. And
7 if someone had come in and said, here's the right address,
8 then Mr. Buck would have lost out. But the moment he got
9 something to the right address, he came in and said, I oppose.
10 So I'm assuming if it had -- it wasn't sent to him at the
11 correct address.

12 MR. BIRKENMEIER: Understood.

13 THE COURT: And I don't take great pleasure in this, but
14 that's the judgment. Thank you.

15 Now, I'm assuming that Exhibit D, having not been
16 admitted, we should keep a copy of it. Do you want us to keep
17 a copy of all the other exhibits which were never actually
18 offered or admitted? What do you want to do about those,
19 Mr. Birkenmeier? Should I just keep the whole file?

20 MR. BIRKENMEIER: Yes, please.

21 THE COURT: All right. You've got the originals back?

22 MR. BIRKENMEIER: I do, yes.

23 THE COURT: Okay. Thank you.

24 THE CLERK: All rise, please.

25 (Proceedings concluded at 12:27 p.m.)

CERTIFICATION

I HEREBY CERTIFY, that the foregoing, pages 1 through 85, is a true transcript of a CD recorded on Wednesday, October 10, 2018, at the Cumberland County Superior Court located at Portland, Maine, of the case entitled, THE BANK OF NEW YORK MELLON V. MICHAEL BUCK AND DANIELLE SHONE, to the best of my professional skills and abilities.

October 22, 2018



Renee J. Hunter
Court-Approved Transcriber

STATE OF MAINE
CUMBERLAND, ss

MW
SUPERIOR COURT
CIVIL ACTION
DOCKET NO. RE-15-116

BANK OF NEW YORK MELLON,

Plaintiff

v.

ORDER

MICHAEL BUCK, et al.,

Defendants

FILED
CLERK OF SUPERIOR COURT
CUMBERLAND, MAINE
2018 FEB 15 PM 3:17

Before the court is plaintiff's motion to alter or amend the judgment or for a new trial.

Counsel for mortgage lenders have known at least since the Law Court issued its decision last February in *Deutsche Bank National Trust Co. v. Eddins*, 2018 ME 47, 182 A.3d 1241, that it was perilous to offer a notice of default issued by a law firm unless it had a witness who could lay a proper foundation for the admission of the law firm's notice of default as a business record.

It is not enough to establish that the law firm's notice of default was properly integrated into the mortgage lender or servicer's records. When a business integrates and relies upon the records of another business in that business's day-to-day operations, the presenting witness must have "sufficient knowledge of *both businesses'* regular practices to demonstrate the reliability and trustworthiness of the information." *Keybank N.A. v. Estate of Quint*, 2017 ME 237 ¶ 15, 176 A.3d 717 (emphasis in original). In this case the Bayview servicing witness was aware that Bayview audited the law firm's practices but did not himself have personal knowledge of the law firm's practices in generating and mailing notices of defaults.

This does not mean that a law firm employee with knowledge of the firm's practices in generating and mailing notices of default has to testify in every case. It does require that the


testifying witness, if not a law firm employee, have sufficient personal knowledge of the law firm's regular practices to supply the necessary foundation.

Evidence that counsel for the plaintiff anticipated the problem is demonstrated by his proposal to offer the notice of default with a certification pursuant to M.R.Evid. 902(11). A proper certification might be accepted unless opposing counsel can raise a legitimate objection to its use. In this case the court did not have to determine whether the certification was adequate because written notice of intent to offer the record in question with a certification was not provided to defendants' counsel prior to trial as required by M.R.Evid. 902(11).

The entry shall be:

Plaintiff's motion to alter or amend the judgment and in the alternative for a new trial is denied. The clerk shall incorporate this order in the docket by reference pursuant to Rule 79(a).

Dated: December 21, 2018



Thomas D. Warren
Justice, Superior Court

Entered on the Docket: 1/3/19


STATE OF MAINE
CUMBERLAND: ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. RE-_____

THE BANK OF NEW YORK MELLON FKA)
THE BANK OF NEW YORK AS TRUSTEE)
(CWALT 2005-07CB))
Plaintiff)

V.)

MICHAEL BUCK A/K/A MICHAEL J. BUCK)
AND DANIELLE SHONE A/K/A DANIELLE L.)
SHONE)
Defendants)

and)

SANTANDER BANK, N.A. AND UNIFUND)
CCR PARTNERS)
Parties in Interest)

**COMPLAINT FOR
FORECLOSURE
BY CIVIL ACTION**

TITLE TO REAL ESTATE
IS INVOLVED

1590 Washington Avenue, Portland, Maine

Mortgage recorded in Cumberland County Registry of Deeds in Book 22295, Page 202

NOW COMES the Plaintiff, The Bank of New York Mellon fka The Bank of New York as Trustee (CWALT 2005-07CB), by and through its attorneys, Bendett & McHugh, P.C., and complains against the Defendants pursuant to 14 M.R.S. § 6321 et seq., saying further as follows:

PARTIES

1. The Bank of New York Mellon fka The Bank of New York as Trustee (CWALT 2005-07CB), Plaintiff, having an address located c/o Bayview Loan Servicing, LLC, 4425 Ponce de Leon Boulevard, 5th Floor, Coral Gables, FL 33146.

2. Michael Buck a/k/a Michael J. Buck and Danielle Shone a/k/a Danielle L. Shone, Defendants, are the record owners, subject to Plaintiff's mortgage (*inter alia*), of the property identified above ("Property"), which is located at 1590 Washington Avenue, Portland, in the County of Cumberland in the State of Maine.

3. Santander Bank, N.A., f/k/a Sovereign Bank, Party-in-Interest, upon information and belief, having an address located at P.O. Box 12646, Wilmington, DE 19801-3024.

4. Unifund CCR Partners, Party-in-Interest, upon information and belief, having an address located at c/o Corporation Service Company, 45 Memorial Circle, Augusta, Maine 04330.

FACTS

5. Defendants are the owners of certain real property located at 1590 Washington Avenue, Portland, Maine (the "Premises") by virtue of a deed from Robert B. Pigford and Sandra L. Dechard-Pigford, dated August 5, 2004, and recorded in the Cumberland County Registry of Deeds on August 9, 2004 in Book 21647 at Page 1.

6. On January 28, 2005, Defendant, Michael Buck a/k/a Michael J. Buck, executed and delivered to America's Wholesale Lender a certain promissory note in the original principal amount of \$269,600.00 (the "Note").

7. The Plaintiff is entitled to enforce the Note as it is endorsed in blank and Plaintiff has not transferred or negotiated said Note.

8. To secure said Note in the amount of \$269,600.00 Defendants executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender, a mortgage dated January 28, 2005 and recorded on February 3, 2005 in Book 22295 at Page 202 of the Cumberland County Registry of Deeds (the "Mortgage"). Said Mortgage was partially released as to a portion of the premises by virtue of a Partial Release from Mortgage Electronic Registration Systems, Inc., dated October 12, 2006 and recorded on October 23, 2006 in Book 24489 at Page 6 of the Cumberland County Registry of Deeds. A more particular description of the mortgaged real estate is provided by and through Exhibit A attached hereto and made a part hereof.

9. Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender, assigned its rights, title and interest in said Mortgage to Plaintiff by an Assignment of Mortgage dated March 2, 2009 and recorded on March 12, 2009 in Book 26706 at Page 149 of the Cumberland County Registry of Deeds. Said assignment was corrected by a Confirmatory Assignment of Mortgage dated May 15, 2014 and recorded on May 21, 2014 in Book 31514 at Page 264 of the Cumberland County Registry of Deeds. Countrywide Home Loans, Inc., dba America's Wholesale Lender, assigned its rights, title and interest in said Mortgage to Plaintiff by an Assignment of Mortgage dated March 11, 2015 and recorded on March 17, 2015 in Book 32138 at Page 258 of the Cumberland County Registry of Deeds.

10. Plaintiff, directly or through its agent, is in possession of the original Note, Mortgage and any assignments.

11. Plaintiff is the party entitled to collect the debt evidenced by said Note and is the party entitled to enforce the Mortgage, and has the right to foreclose the Mortgage.

12. Santander Bank, N.A., f/k/a Sovereign Bank claims or may claim an interest in the Premises by virtue of a Writ of Execution against the Defendants, in the amount of \$14,964.07, dated August 11, 2009 and recorded on August 26, 2009 in Book 27206 at Page 36 of the Cumberland County Registry of Deeds.

13. Unifund CCR Partners claims or may claim an interest in the Premises by virtue of a Writ of Execution against the Defendant, Michael Buck a/k/a Michael J. Buck, in the amount of \$36,437.53, dated July 8, 2010 and recorded on July 12, 2010 in Book 27909 at Page 178 of the Cumberland County Registry of Deeds

14. Defendant, Michael Buck a/k/a Michael J. Buck, is presently in default of the Note, having failed to make the monthly payment due October 1, 2008, and having failed to make all payments due thereafter. As a result thereof, Defendants have breached a condition of the Mortgage.

15. In compliance with the Note and Mortgage and/or 14 M.R.S.A. § 6111, on or about April 24, 2015, Plaintiff caused a Notice of Default to be sent to the mortgagors and any co-signor against whom the mortgagee is enforcing the obligation secured by the mortgage, by certified mail, return receipt requested and/or by regular mail, postage prepaid.

16. Defendants have failed to cure the default. In accordance with the Note and the Mortgage, the Plaintiff has declared the entire principal amount outstanding, accrued interest thereon, and all other sums due under the Note and Mortgage to be presently due and payable.

17. As of May 11, 2015 the unpaid principal balance due to the Plaintiff under the terms of the Note and Mortgage is \$252,157.42, plus interest, late charges, expenses and reasonable attorneys' fees and costs.

18. Plaintiff anticipates that additional disbursements will be made for attorney's fees and other services rendered during the foreclosure and sale.

19. By virtue of Defendants' breach of condition, Plaintiff hereby demands a foreclosure and sale of said real estate.

WHEREFORE, Plaintiff prays that this Honorable Court:

- A. Determine that there has been a breach of condition of the Mortgage;
- B. Determine the amounts due under the Note and secured by the Mortgage, including principal, interest, reasonable attorney's fees, court costs and other expenses;
- C. Find that the Defendant, Michael Buck a/k/a Michael J. Buck, is liable for any deficiency balance remaining due to Plaintiff after the sale of the mortgaged real estate and application of the proceeds of sale (this prayer is void for any

Defendant that did not execute the Note or Guaranty and for any Defendant who has been granted discharge in bankruptcy);

- D. Issue a Judgment of Foreclosure and Sale in conformity with Title 14, M.R.S. § 6322;
- E. Order exclusive possession of the real estate to Plaintiff upon the expiration of the statutory ninety (90) day period of redemption and direct the clerk to issue a Writ of Possession at the request of Plaintiff; and
- F. Grant such other and further relief as the Court may determine proper.

Respectfully submitted,

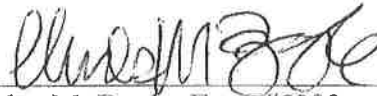
The Bank of New York Mellon fka The Bank of
New York as Trustee (CWALT 2005-07CB)

By its Attorneys,
BENDETT & MCHUGH, P.C.

Dated: _____

6/26/15

By: _____



Charles M. Boyle, Esq., #5298

Bendett & McHugh, PC
30 Danforth Street, Suite 104
Portland ME, 04101
207-221-0016

EXHIBIT A

A certain lot or parcel of land with the buildings thereon, situated on the westerly side of Washington Avenue in the City of Portland, County of Cumberland and State of Maine, bounded as follows:

Beginning at a point which is on the northeasterly corner of a lot of land marked "George Reed" on plan of Portland Highlands which plan is recorded in the Cumberland County Registry of Deeds in Plan Book 16, Page 10, which said point marks the intersection of the southerly sideline of land now or formerly owned or occupied by one Flaherty with said line of Washington Avenue; thence westerly on said line of said Flaherty land 300 feet to a point; thence southerly and about parallel with said sideline of Washington Avenue 122.25 feet to the northwesterly corner of lot numbered 7 on said plan; thence easterly along said sideline of lot number 7, 100 feet to a point to the northwesterly corner of lot numbered 1 on said plan; thence southerly along the westerly end of lot numbered 1, fifty (50) feet to a point; thence again easterly 188.82 feet to said sideline of Washington Avenue 173.49 feet to the point of beginning.

Meaning and intending to describe and mortgage the same premises conveyed to the mortgagor(s) by deed recorded in the Cumberland County Registry of Deeds in Book 21647 at Page 1.

EXCEPTING OUT:

A certain lot or parcel of land located on the westerly side of Washington Avenue in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

Beginning at a 1/2" Iron Pipe on the westerly right-of-way line of Washington Avenue. Said iron pipe also being the southeasterly corner of land N/F of Michael J. Buck and Danielle L. Shone (Shone-Buck), recorded in Deed Book 21647, Page 1, Cumberland County of Deeds (CCRD) and the northeasterly corner of land N/F of John S. and Maxine T. Cavallaro, recorded in Deed Book 11249, Page 46 CCRD;

THENCE S 72° 35' 28" W along the northerly line of lands of said Cavallaro, and land N/F of Arlene B. Black, recorded in Deed Book 2974, Page 104 and Book 8297, Page 122, CCRD, 188.89' to a 3/4" iron rod on the easterly line of land N/F of said Black;

THENCE N 17° 24' 32" W along the easterly line of said Black 50.00' to a capped 5/8" rebar stamped "NCS PLS 1314 (to be set) at the southeasterly corner of remaining lands of said Shone-Buck;

THENCE continuing N 17° 24' 32" W along the easterly remaining land of said Shone-Buck, a distance of 32.61' to a capped 5/8" rebar stamped "NCS PLS 1314 (to be set) on the southerly line of said Shone-Buck;

THENCE N 72° 28' 39" E along the southerly line of remaining land of said Shone-Buck 60.34' to a capped 5/8" rebar stamped "NCS PLS 1314 (to be set);

THENCE S 17° 23' 41" E along a westerly line of remaining land of said Shone-Buck 21.82' to a capped 5/8" rebar stamped "NCS PLS 1314 (to be set);

THENCE N 80° 29' 55" E along the southerly line of remaining land of said Shone-Buck 63.80' to a capped 5/8" rebar stamped "NCS PLS 1314 (to be set);

THENCE N 74° 12' 50" E along the southerly line of remaining land of said Shone-Buck 76.81' to a capped 5/8" rebar stamped "NCS PLS 1314 (to be set); said rebar being the northeast corner of the above described parcel (Lot 2) and westerly right-of-way line of Washington Avenue;

THENCE S 04° 32' 37" E along the westerly line of Washington Avenue 51.24' to the .
POINT OF BEGINNING;

The above described parcel contains 12,193 square feet more or less.

The basis of bearing of the above described parcel is Magnetic North 2006.

Meaning and intending to describe a portion of the property as conveyed from Robert B. Pigford and Sandra L. Dechard-Pigford to Michael J. Buck and Danielle L. Shone as recorded in Deed Book 21647, Page 1 and as shown as Lot 2 on Plan entitled "Proposed Shone-Buck Subdivision" by Northeast Civil Solutions Dated June, 2006.

Reference is made to the Partial Release of Mortgage from Mortgage Electronic Registration Systems, Inc. to the person or persons legally entitled thereto, dated October 12, 2006 and recorded on October 23, 2006 in the Cumberland County Registry of Deeds.

I certify this to be a true and accurate duplicate of the Complaint.

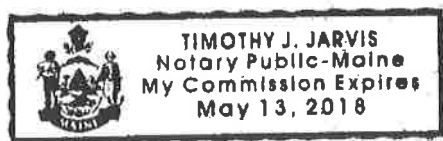

Charles M. Boyle, Esq.

State of Maine
County of Cumberland: ss

Then the above named, Charles M. Boyle, Esq., who signed the foregoing instrument as the attorney of the above named personally appeared on June 26, 2015 and acknowledged the same to be his free act and deed.

Before me,


Notary Public



BENDETT & McHUGH
ATTORNEYS AT LAW

October 30, 2018

Cumberland Superior Court
205 Newbury Street
Portland, ME 04101

Re: The Bank of New York Mellon fka The Bank of New York, as Trustee (CWALT 2005-07CB) v Michael Buck and Danielle Shone
Property Address: 1590 Washington Avenue, Portland, ME
Docket:

Dear Clerk:

Enclosed herewith please find Plaintiff's Motion to Alter or Amend Judgment Pursuant to M.R.Civ.P 59(e) and for New Trial Pursuant to M.R.Civ.P 59(a). Please do not hesitate to contact me directly at 207-358-5201 with any questions or concerns, thank you for your assistance.

Sincerely,



Tristan Birkenmeier, Esq.
Counsel for Plaintiff

STATE OF MAINE
CUMBERLAND, ss.

SUPERIOR COURT
PORTLAND
DOCKET NO. PORSC-RE-
15-116

THE BANK OF NEW YORK MELLON FKA)
THE BANK OF NEW YORK, AS TRUSTEE)
(CWALT 2005-07CB))

PLAINTIFF)

v.)

MICHAEL BUCK)

AND)

DANIELLE SHONE)

DEFENDANTS)

and)

SANTANDER BANK, N.A)

UNIFUND CCR PARTNERS)

PARTIES IN INTEREST)

**MOTION TO ALTER OR AMEND
JUDGMENT PURSUANT TO
M.R.CIV.P 59(e) AND FOR NEW
TRIAL PURSUANT TO M.R.CIV.P
59(a)**

Now Comes Plaintiff, through counsel, and hereby submits this Motion to Alter or Amend Judgment Pursuant to M.R.Civ.P 59(e) and for New Trial Pursuant to M.R.Civ.P 59(a). In Support Plaintiff further states as follows.

BACKGROUND AND LEGAL STANDARD

By Judgment entered on October 16, 2018, this Court ruled that Plaintiff's Notice of Right to Cure was inadmissible pursuant to *Deutsche Bank National Trust Company v. Eddins*, 2018 ME 47, and *KeyBank National Association v. Quint*, 2017 ME 237. Through this Motion,

Plaintiff respectfully requests that this Court vacate this ruling, and reset this matter for a new trial.

Plaintiff acknowledges that its Notice of Right to Cure is this matter in a business record that was created, sent, and initially maintained by its legal counsel. Accordingly, Plaintiff was required to meet the foundational requirements articulated in *Quint* regarding records which are created by one entity and then transmitted to another and subsequently offered as a business record of that receiving business. *Eddins*, ¶ 12. Plaintiff respectfully submits that it met this burden at trial, through the testimony of witness James D'Orlando of Bayview Loan Servicing, LLC ("Bayview").

ARGUMENT

This Court refused to accept the Notice of Default at issue because the witness did not have direct, personal experience with every aspect of the law firm's letter printing, and mailing processes. Plaintiff respectfully submits that this standard was inappropriately high given the applicable law.

Plaintiff accepts that it is settled law that the mere incorporation of a producing entity's record into the records of a receiving entity is not a sufficient basis, by itself, for the admissibility of that record. *Eddins*, ¶ 12. However, in *Quint*, the Law Court articulated the steps for admission of a document into evidence, when, as here, the document was created by one entity and then transmitted to another, and the document is then offered as a business record through the testimony of a representative of that receiving business. Specifically, the receiving business must present a witness who can demonstrate knowledge that:

- The producer of the record at issue employed regular business practices for creating and maintaining the records that were sufficiently accepted by the receiving business to allow reliance on the records by the receiving business;
- The producer of the records at issue employed regular business practices for transmitting them to the receiving business;
- By manual or electronic processes, the receiving business integrated the records into its own records and maintained them through regular business processes;
- The record at issue was, in fact, among the receiving business's own records; and
- The receiving business relied on these records in its day-to-day operations.

Importantly, in *Eddins*, the Plaintiff *did* rely solely on the incorporation of the prior entity's records into the receiving entity's records, and "did not present *any* evidence that [Plaintiff's witness] had *any* familiarity with the process used . . . to generate such documents . . ." *Eddins*, ¶ 13 (emphasis in original). In stark contrast, Plaintiff's witness here provided extensive testimony establishing Bayview's knowledge of, and familiarity with, its counsel's business practices involving the Notices of Default it generates, as well as the detailed procedures Bayview has in place to ensure that its counsel is employing business practices which meet Bayview's requirements and establish the trustworthiness of the records. This is a substantial contrast from the facts of *Eddins*, where the Plaintiff did not provide *any* testimony regarding Plaintiff's familiarity with the producing entity's regular business practices for the maintenance and creation of its business records. A review of the transcript of the October 10th trial in this matter, attached hereto as Exhibit A, illustrates the significant additional testimony adduced by Plaintiff here, particularly when contrasted with the facts of *Eddins*.

First, in contrast to *Eddins*, Plaintiff here provided substantial testimony regarding Bayview's witness' knowledge of the business practices of Bayview's counsel, as well as the extensive and detailed procedures Bayview has in place to ensure that its counsel employs regular business practices for the creation and maintenance of its business records.

Specifically, Bayview's witness testified regarding the quarterly audit procedures Bayview performs to ensure that Plaintiff's counsel fully complies with Bayview's requirements for the maintenance and creation of business records associated with Notices of Default. *Transcript*, Pages 58-59. Bayview's witness testified that as part of these audits, Bayview conducts on site visits to Plaintiff's counsel's offices, accesses Plaintiff's counsel's case management system, reviews Plaintiff's counsel's procedures for training staff, and interviews both senior management and junior staff specifically regarding the business practices employed in the creation and processing of Notices of Default. These firsthand audits included interviews with the staff who actually deal with the processing of the demand letters on a day-to-day basis. *Id.*

Importantly, Bayview's witness testified that the primary purpose of these audits is to ensure that Plaintiff's counsel employs regular business practices for creating and maintaining

business records, *which are sufficient for Bayview to rely on those records. Transcript, Pages 59-60.* Furthermore, if Plaintiff's counsel was found to not be employing sufficient regular practices, it would likely lead to Bayview terminating its relationship with that law firm. *Id.*

Plaintiff respectfully submits that Bayview's witness demonstrated adequate knowledge of Plaintiff's counsel's business practices to support Bayview's and the witness's determination that the records were true, accurate, and trustworthy under the standard set forth by the Law Court. *Quint* does not require Plaintiff's witness to have personal and intimate familiarity with every aspect of the producing entity's day-to-day operations in order for the incorporated business records to be admitted into evidence. Rather, it requires that the witness demonstrate knowledge that the business practices of the producing business were *sufficiently accepted by the receiving business* (in this case Bayview) to allow for the receiving business to rely on those records. The testimony provided by Bayview's witness, which detailed the extensive auditing of Plaintiff's counsel and interviews with the personnel directly involved with the day-to-day processing of Notices of Default was more than enough to satisfy this standard.


Bayview's witness also provided sufficient testimony regarding the fact that the Bayview's counsel utilized standard business practices for the transmission of the notice of default to Bayview. Specifically, Bayview's witness testified that Bayview has strict requirements for how a letter is uploaded to Bayview, that those requirements were followed in this case, and that if they had not been followed Bayview would not have accepted an upload of the letter. *Transcript, Pages 62-63.* The witness also testified that, after the letter was uploaded by counsel, Bayview immediately integrated the letter into its record keeping system, the letter became part of Bayview's business records for this loan, and Bayview specifically relied on the letter for its accuracy in Bayview's day to day operations. *Id.*

Based on the foregoing, Plaintiff respectfully submits that the testimony elicited from Bayview's witness at trial was sufficient to meet the requirements laid out in *Quint* and *Eddins* for the admission of the Notice of Right to Cure in this matter.

WHEREFORE, Plaintiff respectfully requests that this Court vacate its judgment in favor of Defendant, and reset this matter for trial.

Respectfully Submitted,

Dated: 10-30-18

By 
Tristan Birkenmeier, Esq. #5283
Attorney for Plaintiff
Bendett & McHugh, P.C.
30 Danforth Street, Suite 104
Portland, ME 04101

IF YOU WISH TO OPPOSE THE MOTION, RULE 7 (c) OF THE MAINE RULES OF CIVIL PROCEDURE REQUIRES THAT YOU FILE A MEMORANDUM OF LAW AND ANY SUPPORTING DOCUMENTS OR OTHER DOCUMENTS IN OPPOSITION TO THE MOTION, NOT LATER THAN TWENTY-ONE (21) DAYS AFTER THE FILING OF THE MOTION AND THIS NOTICE UNLESS ANOTHER TIME IS PROVIDED BY THE MAINE RULES OF CIVIL PROCEDURE OR SET BY THE COURT. A PARTY FAILING TO FILE A TIMELY OBJECTION TO A MOTION SHALL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS TO THE MOTION WHICH MAY BE GRANTED WITHOUT FURTHER NOTICE OR HEARING.

CERTIFICATION

The undersigned counsel hereby certifies that a true and correct copy of the foregoing was electronically mailed to all counsel and parties of record on this 30th day of October, 20 18.


Tristan Birkenmeier, Esq.



Mark L. Randall

Admitted in Maine & New Hampshire

Mark@Randalllaw.com

Ph: (207) 775-0002 Fax: (207) 221-2203

November 6, 2018

HAND DELIVERED

Julie Howard, Clerk
Cumberland County Superior Court
205 Newbury Street
Portland, ME 04101

Re: The Bank of New York Mellon as Trustee (CWALT 2005-07CB) v. Michael Buck
and Danielle Shone, et al.
Cumberland County Superior Court Docket No: RE-15-116

Dear Ms. Howard:

Enclosed for filing and docketing in the above matter, please find Defendant's
Opposition to Plaintiff's Motion to Alter or Amend Judgment and for New Trial.

Thank you for your attention to this matter. Should you have any questions
please do not hesitate to contact me.

Sincerely,



Mark L. Randall, Esq.

MLR/bms
Enc.

Cc: Tristan Birkenmeier, Esq. (via email)

STATE OF MAINE
CUMBERLAND, ss

SUPERIOR COURT
Civil Action - Real Estate
Docket No.: RE-15-116

THE BANK OF NEW YORK MELLON)
AS TRUSTEE (CWALT 2005-07CB))

Plaintiff,)

v.)

MICHAEL BUCK)

and)

DANIELLE SHONE)

Defendants,)

DEFENDANTS' OPPOSITION TO
PLAINTIFF'S MOTION TO ALTER OR
OR AMEND JUDGMENT AND FOR
NEW TRIAL

(Title to Real Estate Is Involved)

The instant post-trial motions now before this Court were filed after Plaintiff received an adverse Judgment on its civil action foreclosure complaint on October 10, 2018 (docketed on October 16, 2018). This Court entered Judgment for Defendants after Plaintiff was unable with the available witnesses and testimony elicited from its Bayview witness to lay a proper legal foundation for admission of the Notice of Default letter¹, a business record, and after argument by Plaintiff in favor of admission of the document. In support of its motions Plaintiff does not offer new or overlooked evidence for the trial court to consider, but instead argues the controlling case law does not require the qualified witness or custodian of records, even if not an employee (of the Plaintiff's law firm), to be intimately involved in the daily operation of the business and whose testimony shows the firsthand nature of the knowledge.

¹ The Notice of Default Letter was marked for identification as Plaintiff's Exhibit D.

With its arguments, Plaintiff seeks to reshape or ignore the applicable evidentiary law and how it has been applied to the admissibility of business records in foreclosure cases. For the reasons set forth below the Court should deny Plaintiff's motions.

A. Plaintiff's Witness Lacked Sufficient Knowledge of the Business Practice of the Law Firm's Process of Creation of the Notice of Default Letter and Process of Mailing.

In *M&T Bank v. Plaisted*, 2018 ME 121, the Maine Law Court addressed once again the stringent foundational requirements to qualify business records for admission under the business records exception to the hearsay rule, M.R. Evid. 803(6). In *Plaisted*, Bayview Loan Servicing² took the witness stand and attempted to lay a foundation for admission of business records. 2018 ME 121, ¶ 7. Similar to the facts in the present case, in *Plaisted* Bayview Loan Servicing was attempting to admit records created by another business after default. *Id.* at ¶ 10. Also similar to *Plaisted*, in the present case Bayview claimed to be a qualified witness with knowledge of the Notice of Default letter. Trial Transcript³, p. 57, line 11-18.

The Maine Law Court reiterated in *Plaisted* the necessity of having a qualified witness and the requirement the qualified witness ““was intimately involved in the daily operation of the business and whose testimony showed the firsthand nature of [the] knowledge”” but who ““need not be an employee of the record’s creator.”” *Id.* at ¶ 12, (citing *Estate of Quint*, 2017 ME 237, ¶ 15, 176 A.3d 717).

As this Court pointed out to Defendant at the time of its ruling excluding the Notice of Default letter, the witness, Mr. D’Orlando, did not testify as to any knowledge

² Bayview Loan Servicing is the same corporate witness in the present case.

³ The Trial Transcript is attached to Plaintiff’s motions as Exhibit A.

of the law firm's on site business practices⁴ regarding the process involved in the creation of the Notice of Default letters, the process of including the necessary language as required by Maine Statute, the process of review of the letter by staff and counsel before the letter is mailed, the process of review of the itemized financial information contained in the letter, and the process for mailing the letter and receipt by the law firm of any confirmation of mailing and/or delivery. All of this information was lacking in the Bayview witness's testimony when the examination was concluded by Plaintiff's counsel on October 10, 2018.

As this Court noted at the time it ruled to exclude the Notice of Default letter, Bayview's witness testified about Bayview's audits generally, about Bayview's visits to the offices of law firms, about Bayview's random sampling's of cases with demand letters and about its interviews of senior management regarding business practices used for demand letters. The witness did not offer information or state his intimate knowledge or familiarity with what the business practices of the law firms were, or more specifically what the business practices of Bendett & McHugh were at the time the Notice of Default letter was mailed in the present case. Trial Transcript, p.58:ln.4 - p.59: ln.15. Then for an inexplicable reason the Bayview witness when asked if Bayview interviews "junior staff who actually hands-on deal with the demand letters on a day-to-day basis?", answered, "Yes, they would." In the follow up question by its counsel, if, through the interviews, Bayview would seek to establish the law firm is following policies and procedures, Bayview again answers it "would". Trial Transcript, p. 59: ln. 17 - p. 60: ln. 3. These answers demonstrate a lack of knowledge.

⁴ The Notice of Default letter (marked as Plaintiff's Exhibit D) was printed on stationary of the law firm of Bendett & McHugh with the computerized signature of a firm lawyer and contained additional pages including a separate page setting forth the itemization of cure amount.

Even if the Bayview witness had responded differently to those questions, namely, “ yes, we do that with all law firms including Bendett & McHugh”, the testimony still lacked the necessary foundation for admissibility of the Notice of Default letter. The Bayview witness never testified to: 1) when the law firm letter was drafted; 2) about the process used by the law firm to compose the letter, review the letter and mailing process; and, 3) about any process of obtaining confirmation of mailing or the receipt of the letter by the Defendants.

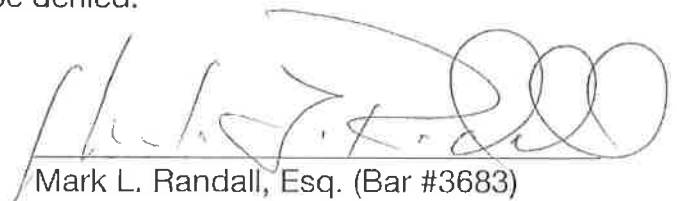
Finally, Plaintiff seems also to argue that because the Notice of Default letter was part of Bayview's records, that as an “integrated record” the Bayview witness did not need to be intimately involved in the daily operation of the law firm and show first hand nature of the knowledge even though not an employee. Instead, Plaintiff argues the Bayview witness only needed sufficient knowledge of the law firm’s regular practices to demonstrate the reliability and trustworthiness of the information. However, the Maine Law Court set forth that a qualified witness or custodian of documents seeking to admit integrated business records “must demonstrate knowledge of five factors including that “the producer of the record employed regular business practices for creating and maintaining the records that were sufficiently accepted by the receiving business to allow reliance on the records by the receiving business”. *Plaisted*, 2018 ME 121, ¶ 23. In the present case Bayview’s witness did not provide this information in his testimony. Although, Bayview always sought to confirm the cure amount numbers in the letter were correct⁵ and reviewed the cure amount numbers after the letters were purportedly mailed, Bayview offered no understanding

⁵ As the Court is aware, in Plaintiff’s Exhibit D the cure amount numbers were on a separate sheet of paper and incorporated within the text of the Notice of Default letter.

or knowledge of the law firm's actual process for creating the Notice of Default letter for a particular mortgagor or of the law firm's process of reviewing the letter prior to mailing or the process of mailing the letter or the process of confirmation of mailing or confirming receipt of the letter by the mortgagor. Like in *Plaisted*, the Bayview witness in this case offered insufficient testimony to explain the contents of Exhibit D, the process for creating Exhibit D, and the process of mailing or confirmation of mailing and the receipt of the letter by the mortgagor. This informational vacuum did not meet the strict evidentiary requirements for admission of Plaintiff's Exhibit D.

Wherefore, in light of Plaintiff's witness lacking the requisite knowledge and failing to provide necessary testimony to lay the required foundation for admission of the Notice of Default business record, Plaintiff's Exhibit D, the Court's exclusion of Plaintiff's Exhibit D was proper under the circumstances and the motion to alter or amend the judgment or for new trial should be denied.

Dated 11/6/18



Mark L. Randall, Esq. (Bar #3683)

RANDALL LAW OFFICE, P.A.

482 Congress Street, Suite 304

Portland, ME 04101

207-775-0002

Mark A. Kearns, Esq. (Bar #2485)

P.O. Box 17915

Portland, ME 04112

888-639-5297

Counsel for Defendants

BENDETT & McHUGH

ATTORNEYS AT LAW

April 24, 2015

Michael Buck aka Michael J. Buck
1590 Washington Avenue
Portland, ME 04103

RE: 1590 Washington Avenue, Portland, Maine

Dear Sir/Madam:

This firm serves as legal counsel to Bayview Loan Servicing, LLC, servicer for the mortgage from Michael Buck and Danielle Shone to Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender (the "Mortgage"), encumbering certain real property and improvements thereon located at 1590 Washington Avenue, Portland, Maine (the "Property") which secures a certain promissory note (the "Note"); together with the Mortgage and all other documents executed in connection therewith, the "Loan Documents") of the same date.

Please be advised that the Note is in default for breach of the conditions contained in the Loan Documents, including without limitation the failure to make monthly payments due under the Note.

As of April 24, 2015, the full amount past due is \$179,731.45 (the "Cure Amount"). Pursuant to 14 M.R.S.A. § 6111, the Loan Documents, and/or the Maine Consumer Credit Code, you have a right to cure the default by paying the full Cure Amount on or before June 1, 2015 (the "Cure Date"). **Please be advised only certified funds will be accepted.** An itemization of the Cure Amount, including amounts of past due principal and interest, as well as fees, costs, and all charges required to cure the default is attached to this letter.

If the default is not cured by the Cure Date, the balance of the Note may be deemed accelerated without further demand, and the Lender may proceed with foreclosure of the Mortgage. The Lender may also be entitled to all reasonable costs, expenses and fees incurred by the Lender in pursuing its remedies including, but not limited to, reasonable attorney's fees.

As of April 24, 2015, the Mortgage secures the amount of \$398,362.63. If you pay the Cure Amount, as shown above, on or before the Cure Date, you will still be responsible for the regular payments and any other costs and fees that become due after the date of this letter pursuant to the Loan Documents. However, this will not change the amount needed to cure the default pursuant to this letter.

Notwithstanding any acceleration, pursuant to the terms of the Mortgage and/or applicable law, at any time before a judgment enters enforcing the Mortgage, you may have the opportunity to reinstate the mortgage loan by paying all sums which would then be due under the Mortgage had no acceleration occurred, including reasonable attorneys' fees and other costs of proceedings which have been incurred as of the date of such payment, and by complying with any reasonable requests of the Lender in connection with protection of its security interest in the Property, as set forth in the Mortgage. If you meet the conditions required to reinstate prior to the deadline established by

applicable law and/or the loan documents, you will have the right to have the enforcement of the Mortgage discontinued, and to have the Note and Mortgage remain fully effective as if immediate payment in full had never been required.

You may have options available other than foreclosure. You may discuss available options with the Lender, its servicer if applicable, or a counselor approved by the United States Department of Housing and Urban Development ("HUD") (see attached list of agencies approved by HUD to assist mortgagors in the State to avoid foreclosure). Additional information may be found at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?webListAction=search&searchstate=me>. You are encouraged to explore available options prior to the Cure Date.

The contact information for an individual representing the lender that may modify the loan is:
Bayview Loan Servicing, Attn: Loss Mitigation, 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, (305) 646-4133.

Also, you may assert through court action the nonexistence of a default or any other defense you may have to acceleration and sale of the property. If a court action for foreclosure is commenced, you also have a right to assert those claims or defenses in response to that action. Where mediation is available under state law (14 M.R.S.A. §6321-A), you may request mediation to explore options for avoiding foreclosure judgment.

NOTICE:

THE LAW FIRM OF BENDETT AND MCHUGH, PC IS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY WHICH DISCHARGED THIS DEBT, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

Very truly yours,

/s/ Lindsay M. Allen

Lindsay Allen, Esq.

SENT VIA FIRST CLASS CERTIFICATED, POSTAGE PREPAID

Itemization of Cure Amount April 24, 2015

Principal & Interest & Escrow Payments	\$170,565.25
49 Payments @ \$2,046.56	
12 Payments @ \$2,678.94	
13 Payments @ \$2,118.86	
5 Payments @ \$2,118.27	
Attorney's Fees	\$869.00
Late Charges Due	\$1,196.10
Property Inspection Fee	\$311.50
Title Report Fee	\$170.00
Property Preservation Expense	\$4,874.60
Prior Foreclosure Fees & Costs	\$1,745.00
Total arrearage	\$179,731.45

The figures provided in this letter are subject to a final audit and review by the lender upon receipt of any funds. Any amounts that may have been inadvertently omitted in this quote will remain due and payable.

This listing is current as of **04/01/2015**

Agencies located in MAINE

Agency Name:	LEGAL SERVICES FOR THE ELDERLY
Phone:	207-621-0087
Toll Free:	800-750-5353
Fax:	207-621-0742
Email:	jmartin@mainelse.org
Address:	5 Wabon Street AUGUSTA, Maine 04330-7040
Counseling Services:	- Rental Housing Counseling
Languages:	- English - Other
Affiliation:	MAINE STATE HOUSING AUTHORITY
Website:	www.mainelsee.org
<hr/>	
Agency Name:	MAINE STATE HOUSING AUTHORITY
Phone:	207-626-4670
Toll Free:	800-452-4668
Fax:	207-626-4678
Email:	dkjohnson@mainehousing.org
Address:	353 Water Street AUGUSTA, Maine 04330-4665
Counseling Services:	- Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops
Languages:	- English
Affiliation:	
Website:	www.mainehousing.org
<hr/>	
Agency Name:	MAINE STATE HOUSING AUTHORITY
Phone:	207-626-4670
Toll Free:	800-452-4668
Fax:	207-626-4678
Email:	dkjohnson@mainehousing.org
Address:	353 WATER STREET AUGUSTA, Maine 04330-4665
Counseling Services:	- Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops
Languages:	- English
Affiliation:	MAINE STATE HOUSING AUTHORITY
Website:	http://www.mainehousing.org
<hr/>	
Agency Name:	MONEY MANAGEMENT INTERNATIONAL BANGOR
Phone:	866-232-9080
Toll Free:	866-232-9080
Fax:	866-921-5129
Email:	counselinginfo@moneymanagement.org
Address:	175 Exchange St Ste 200 Bangor, Maine 04401-6537
Counseling Services:	- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling
Languages:	- English - Spanish
Affiliation:	MONEY MANAGEMENT INTERNATIONAL INC.
Website:	http://www.moneymanagement.org
<hr/>	
Agency Name:	PENQUIS COMMUNITY ACTION PROGRAM
Phone:	207-974-2403
Toll Free:	888-424-0151
Fax:	207-973-3699
Email:	hmassow@penquis.org
Address:	262 Harlow Street PO Box 1162 BANGOR, Maine 04401-4952
Counseling Services:	- Fair Housing Pre-Purchase Education Workshops - Financial Management/Budget Counseling - Home Improvement and Rehabilitation Counseling

- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post-Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling

Languages: - English

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: <http://www.penquis.org>

Agency Name: MIDCOAST MAINE COMMUNITY ACTION

Phone: 207-442-7963-287

Toll Free: 800-221-2221

Fax: 207-443-7447

Email: candice.carpenter@mmcacorp.org

Address: 34 Wing Farm Parkway

BATH, Maine 04530-1550

Counseling Services:

- Financial Management/Budget Counseling
- Rental Housing Counseling
- Services for Homeless Counseling

Languages:

- English
- Spanish

Affiliation:

Website: www.midcoastmainecommunityaction.org

Agency Name: TEDFORD HOUSING

Phone: 207-729-1161-100

Toll Free:

Fax:

Email: officemanager@tedfordhousing.org

Address: 14 Middle Street

BRUNSWICK, Maine 04011-2400

Counseling Services:

- Financial Management/Budget Counseling
- Rental Housing Counseling
- Services for Homeless Counseling

Languages: - English

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: <http://www.tedfordhousing.org>

Agency Name: WESTERN MAINE CAP

Phone: 207-645-3764

Toll Free:

Fax: 207-645-0002

Email: N/A

Address: 20 A Church St

East Wilton, Maine 04234-0200

Counseling Services:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Financial, Budgeting and Credit Repair Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Languages: - English

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: <http://wmca.org>

Agency Name: COMMUNITY CONCEPTS, INC. ALSO DBA HOMEQUESTMAINE

Phone: 207-795-4065

Toll Free:

Fax:

Email: N/A

Address: 240 Bates St

Lewiston, Maine 04240-7330

Counseling Services:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post-Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling

Languages: - English
- French

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: <http://site.notavailable.org>

Agency Name: AVESTA HOUSING DEVELOPMENT CORPORATION

Phone: 207-553-7780-226

Toll Free: 800-339-6516

Fax: 207-553-7778

Email: dstolt@avestahousing.org

Address: 307 Cumberland Avenue

PORTLAND, Maine 04101-4920

Counseling Services:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Financial: Budgeting and Credit Repair Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Resolving/Preventing Mortgage Delinquency Workshops

Languages: - English

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: www.avestahousing.org

Agency Name: CITY OF PORTLAND SHELTER

Phone: 207-482-5131

Toll Free:

Fax:

Email:

Address: 196 Lancaster Street

PORTLAND, Maine 04101-2418

Counseling Services:

- Financial Management/Budget Counseling
- Services for Homeless Counseling

Languages: - English

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: n/a

Agency Name: COMMUNITY FINANCIAL LITERACY

Phone: 207-797-7890

Toll Free:

Fax:

Email: crwaganje@cflmaine.org

Address: 309 Cumberland Avenue, Suite 205

PORTLAND, Maine 04101-4982

Counseling Services: - Financial Management/Budget Counseling

Languages: - English

- French

- Swahili

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: www.cflmaine.org

Agency Name: PINE TREE LEGAL ASSISTANCE, INCORPORATED

Phone: 207-774-8211

Toll Free:

Fax: 207-828-2300

Email: nheald@ptla.org

Address: 88 Federal St

PO Box 547

PORTLAND, Maine 04101-4205

Counseling Services:

- Fair Housing Pre-Purchase Education Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Languages: - Arabic

- ASL

- Cambodian

- Cantonese

- Chinese Mandarin

- Creole

- Czech

- English

- Farsi
- French
- Hindi
- Hmong
- Indonesian
- Korean
- Polish
- Portuguese
- Russian
- Spanish
- Swahili
- Turkish
- Ukrainian
- Vietnamese

Affiliation:

Website: <http://www.ptla.org>

Agency Name: AROOSTOOK COUNTY ACTION PROGRAM, INC.

Phone: 207-768-3023-650

Toll Free: 800-432-7881

Fax: 207-768-3021

Email: jbaillargeon@acap-me.org

Address: 771 Main St

PRESQUE ISLE, Maine 04769-2201

Counseling Services:

- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops

Languages: - English

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: www.acap-me.org

Agency Name: YORK COUNTY COMMUNITY ACTION AGENCY

Phone: 207-459-2959

Toll Free:

Fax: 207-490-5026

Email: jenniferg@yccac.org

Address: PO Box 72

6 Spruce Street

Sanford, Maine 04073-0072

Counseling Services:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Languages: - English

- French

- German

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: <http://www.yccac.org>

Agency Name: KENNEBEC VALLEY COMMUNITY ACTION PROGRAM

Phone: 800-542-8227

Toll Free:

Fax:

Email: N/A

Address: 97 Water St

Waterville, Maine 04901-6339

Counseling Services:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

Languages: - English

Affiliation: NEIGHBORHOOD REINVESTMENT CORP. DBA NEIGHBORWORKS AMERICA

Website: <http://www.kvcap.org>

Agency Name: COASTAL ENTERPRISES, INCORPORATED

Phone: 207-882-7552-5151

Toll Free: 877-340-2649

Fax: 207-882-6365

Email: jthomas@ceimaine.org

Address: 41 Water Street

WISCASSET, Maine 04578-4134

Counseling Services:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Reverse Mortgage Counseling
- Services for Homeless Counseling

Languages:

- English
- Spanish

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: <http://www.ceimaine.org>

BENDETT & McHUGH

ATTORNEYS AT LAW

April 24, 2015

Danielle Shone aka Danielle L. Shone
1590 Washington Avenue
Portland, ME 04103

RE: 1590 Washington Avenue, Portland, Maine

Dear Sir/Madam:

This firm serves as legal counsel to Bayview Loan Servicing, LLC, servicer for the mortgage from Michael Buck and Danielle Shone to Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender (the "Mortgage"), encumbering certain real property and improvements thereon located at 1590 Washington Avenue, Portland, Maine (the "Property") which secures a certain promissory note (the "Note"); together with the Mortgage and all other documents executed in connection therewith, the "Loan Documents") of the same date.

Please be advised that the Note is in default for breach of the conditions contained in the Loan Documents, including without limitation the failure to make monthly payments due under the Note.

As of April 24, 2015, the full amount past due is \$179,731.45 (the "Cure Amount"). Pursuant to 14 M.R.S.A. § 6111, the Loan Documents, and/or the Maine Consumer Credit Code, you have a right to cure the default by paying the full Cure Amount on or before June 1, 2015 (the "Cure Date"). **Please be advised only certified funds will be accepted.** An itemization of the Cure Amount, including amounts of past due principal and interest, as well as fees, costs, and all charges required to cure the default is attached to this letter.

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Very truly yours,

/s/ Lindsay M. Allen

Lindsay Allen, Esq.

SENT VIA FIRST CLASS CERTIFICATED, POSTAGE PREPAID

Itemization of Cure Amount April 24, 2015

Principal & Interest & Escrow Payments	\$170,565.25
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12 Payments @ \$2,678.94	
13 Payments @ \$2,118.86	
5 Payments @ \$2,118.27	
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Late Charges Due	\$1,196.10
Property Inspection Fee	\$311.50
Title Report Fee	\$170.00
Property Preservation Expense	\$4,874.60
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Total arrearage	\$179,731.45

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This listing is current as of **04/01/2015**.

Agencies located in MAINE

Agency Name: LEGAL SERVICES FOR THE ELDERLY
Phone: 207-621-0087
Toll Free: 800-750-5353
Fax: 207-621-0742
Email: jmartin@mainelse.org
Address: 5 Wabon Street
 AUGUSTA, Maine 04330-7040
Counseling Services: - Rental Housing Counseling
Languages: - English
 - Other
Affiliation: MAINE STATE HOUSING AUTHORITY
Website: www.mainelsee.org

Agency Name: MAINE STATE HOUSING AUTHORITY
Phone: 207-626-4670
Toll Free: 800-452-4668
Fax: 207-626-4678
Email: dkjohnson@mainehousing.org
Address: 353 Water Street
 AUGUSTA, Maine 04330-4665
Counseling Services: - Pre-purchase Counseling
 - Pre-purchase Homebuyer Education Workshops
Languages: - English
Affiliation:
Website: www.mainehousing.org

Agency Name: MAINE STATE HOUSING AUTHORITY
Phone: 207-626-4670
Toll Free: 800-452-4668
Fax: 207-626-4678
Email: dkjohnson@mainehousing.org
Address: 353 WATER STREET
 AUGUSTA, Maine 04330-4665
Counseling Services: - Pre-purchase Counseling
 - Pre-purchase Homebuyer Education Workshops
Languages: - English
Affiliation: MAINE STATE HOUSING AUTHORITY
Website: http://www.mainehousing.org

Agency Name: MONEY MANAGEMENT INTERNATIONAL BANGOR
Phone: 866-232-9080
Toll Free: 866-232-9080
Fax: 866-921-5129
Email: counselinginfo@moneymanagement.org
Address: 175 Exchange St Ste 200
 Bangor, Maine 04401-6537
Counseling Services: - Financial Management/Budget Counseling
 - Mortgage Delinquency and Default Resolution Counseling
 - Non-Delinquency Post Purchase Workshops
 - Pre-purchase Counseling
 - Pre-purchase Homebuyer Education Workshops
 - Rental Housing Counseling
Languages: - English
 - Spanish
Affiliation: MONEY MANAGEMENT INTERNATIONAL INC.
Website: http://www.moneymanagement.org

Agency Name: PENQUIS COMMUNITY ACTION PROGRAM
Phone: 207-974-2403
Toll Free: 888-424-0151
Fax: 207-973-3699
Email: hmassow@penquis.org
Address: 262 Harlow Street
 PO Box 1162
 BANGOR, Maine 04401-4952
Counseling Services: - Fair Housing Pre-Purchase Education Workshops
 - Financial Management/Budget Counseling
 - Home Improvement and Rehabilitation Counseling

- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post-Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling

Languages: - English

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: <http://www.penquis.org>

Agency Name: MIDCOAST MAINE COMMUNITY ACTION

Phone: 207-442-7963-287

Toll Free: 800-221-2221

Fax: 207-443-7447

Email: candice.carpenter@mmcacorp.org

Address: 34 Wing Farm Parkway

BATH, Maine 04530-1550

Counseling Services:

- Financial Management/Budget Counseling
- Rental Housing Counseling
- Services for Homeless Counseling

Languages: - English
- Spanish

Affiliation:

Website: www.midcoastmainecommunityaction.org

Agency Name: TEDFORD HOUSING

Phone: 207-729-1161-100

Toll Free:

Fax:

Email: officemanager@tedfordhousing.org

Address: 14 Middle Street

BRUNSWICK, Maine 04011-2400

Counseling Services:

- Financial Management/Budget Counseling
- Rental Housing Counseling
- Services for Homeless Counseling

Languages: - English

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: <http://www.tedfordhousing.org>

Agency Name: WESTERN MAINE CAP

Phone: 207-645-3764

Toll Free:

Fax: 207-645-0002

Email: N/A

Address: 20 A Church St

East Wilton, Maine 04234-0200

Counseling Services:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Financial, Budgeting and Credit Repair Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Languages: - English

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: <http://wmca.org>

Agency Name: COMMUNITY CONCEPTS, INC. ALSO DBA HOMEQUESTMAINE

Phone: 207-795-4065

Toll Free:

Fax:

Email: N/A

Address: 240 Bates St

Lewiston, Maine 04240-7330

Counseling Services:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post-Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling

Languages: - English
- French

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: <http://site.notavailable.org>

Agency Name: AVESTA HOUSING DEVELOPMENT CORPORATION

Phone: 207-553-7780-226

Toll Free: 800-339-6516

Fax: 207-553-7778

Email: dstolt@avestahousing.org

Address: 307 Cumberland Avenue

PORTLAND, Maine 04101-4920

Counseling Services: - Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Financial Budgeting and Credit Repair Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Resolving/Preventing Mortgage Delinquency Workshops

Languages: - English

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: www.avestahousing.org

Agency Name: CITY OF PORTLAND SHELTER

Phone: 207-482-5131

Toll Free:

Fax:

Email:

Address: 196 Lancaster Street

PORTLAND, Maine 04101-2418

Counseling Services: - Financial Management/Budget Counseling
- Services for Homeless Counseling

Languages: - English

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: n/a

Agency Name: COMMUNITY FINANCIAL LITERACY

Phone: 207-797-7890

Toll Free:

Fax:

Email: crwaganje@cflmaine.org

Address: 309 Cumberland Avenue, Suite 205

PORTLAND, Maine 04101-4982

Counseling Services: - Financial Management/Budget Counseling

Languages: - English

- French

- Swahili

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: www.cflmaine.org

Agency Name: PINE TREE LEGAL ASSISTANCE, INCORPORATED

Phone: 207-774-8211

Toll Free:

Fax: 207-828-2300

Email: nheald@ptla.org

Address: 88 Federal St

PO Box 547

PORTLAND, Maine 04101-4205

Counseling Services: - Fair Housing Pre-Purchase Education Workshops
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Languages: - Arabic

- ASL

- Cambodian

- Cantonese

- Chinese Mandarin

- Creole

- Czech

- English

- Farsi
- French
- Hindi
- Hmong
- Indonesian
- Korean
- Polish
- Portuguese
- Russian
- Spanish
- Swahili
- Turkish
- Ukrainian
- Vietnamese

Affiliation:

Website: <http://www.ptla.org>

Agency Name: AROOSTOOK COUNTY ACTION PROGRAM, INC.

Phone: 207-768-3023-650

Toll Free: 800-432-7881

Fax: 207-768-3021

Email: jbaillargeon@acap-me.org

Address: 771 Main St

PRESQUE ISLE, Maine 04769-2201

Counseling Services: - Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops

Languages: - English

Affiliation: MAINE STATE HOUSING AUTHORITY

Website: www.acap-me.org

Agency Name: YORK COUNTY COMMUNITY ACTION AGENCY

Phone: 207-459-2959

Toll Free:

Fax: 207-490-5026

Email: jenniferg@yccac.org

Address: PO Box 72

6 Spruce Street

Sanford, Maine 04073-0072

Counseling Services: - Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Languages: - English

- French

- German

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: <http://www.yccac.org>

Agency Name: KENNEBEC VALLEY COMMUNITY ACTION PROGRAM

Phone: 800-542-8227

Toll Free:

Fax:

Email: N/A

Address: 97 Water St

Waterville, Maine 04901-6339

Counseling Services: - Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

Languages: - English

Affiliation: NEIGHBORHOOD REINVESTMENT CORP. DBA NEIGHBORWORKS AMERICA

Website: <http://www.kvcap.org>

Agency Name: COASTAL ENTERPRISES, INCORPORATED

Phone: 207-882-7552-5151

Toll Free: 877-340-2649

Fax: 207-882-6365

Email: jthomas@celmaine.org

Address: 41 Water Street

WISCASSET, Maine 04578-4134

Counseling Services:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops
- Rental Housing Counseling
- Reverse Mortgage Counseling
- Services for Homeless Counseling

Languages:

- English
- Spanish

Affiliation: CITIZENS' HOUSING AND PLANNING ASSOCIATION, INC.

Website: <http://www.celmaine.org>

Natalia Moreno

From: Nobody <nobody@informe.org>
Sent: Friday, April 24, 2015 2:14 PM
To: Natalia Moreno
Subject: Pre-Foreclosure Reporting Form Submission

Your pre-foreclosure reporting form has been successfully submitted to the Bureau of Consumer Credit Protection. Here is a copy of your submission.

Mortgage Information

Company providing the notice: Bendett & McHugh P.C.
Owner of the mortgage: Bayview Loan Servicing, LLC What term best describes the owner of the mortgage?: Non-bank mortgage company Filer's Email Address: nmoreno@bmpe-law.com Contact information for persons having the authority to modify the mortgage to avoid foreclosure: Bayview Loan Servicing, Attn: Loss Mitigation, 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, (305) 646-4133.

Consumer Information

Consumer First name: Danielle
Consumer Middle Initial/Middle Name:
Consumer Last name: Shone
Consumer Suffix: aka Danielle L. Shone
Property Address line 1: 1590 Washington Avenue Property Address line 2:
Property Address line 3:
Property Address City/Town: Portland
Property Address State:
Property Address zip code: 04103
Property Address County: Cumberland

Notification Details

Date notice was mailed: 4/24/2015
Amount needed to cure the default: 179,731.45 Consumer Address line 1: 1590 Washington Avenue Consumer Address line 2:
Consumer Address line 3:
Consumer Address City/Town: Portland
Consumer Address State: ME
Consumer Address zip code: 04103

Natalia Moreno

From: Nobody <nobody@informe.org>
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To: Natalia Moreno
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Consumer Information

Consumer First name: Danielle

Consumer Middle Initial/Middle Name:

Consumer Last name: Shone

Consumer Suffix: aka Danielle L. Shone

Property Address line 1: 1590 Washington Avenue Property Address line 2:

Property Address line 3:

Property Address City/Town: Portland

Property Address State:

Property Address zip code: 04103

Property Address County: Cumberland

Notification Details

Date notice was mailed: 4/24/2015

Amount needed to cure the default: 179,731.45 Consumer Address line 1: 1590 Washington Avenue Consumer Address line 2:

Consumer Address line 3:

Consumer Address City/Town: Portland

Consumer Address State: ME

Consumer Address zip code: 04103

Natalia Moreno

From: Nobody <nobody@informe.org>
Sent: Friday, April 24, 2015 2:13 PM
To: Natalia Moreno
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Company providing the notice: Bendett & McHugh P.C.

Owner of the mortgage: Bayview Loan Servicing, LLC What term best describes the owner of the mortgage?: Non-bank mortgage company Filer's Email Address: nmoreno@bmpr-law.com Contact information for persons having the authority to modify the mortgage to avoid foreclosure: Bayview Loan Servicing, Attn: Loss Mitigation, 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, (305) 646-4133.

Consumer Information

Consumer First name: Michael

Consumer Middle Initial/Middle Name:

Consumer Last name: Buck

Consumer Suffix: aka Michael J. Buck

Property Address line 1: 1590 Washington Avenue Property Address line 2:

Property Address line 3:

Property Address City/Town: Portland

Property Address State:

Property Address zip code: 04103

Property Address County: Cumberland

Notification Details

Date notice was mailed: 4/24/2015

Amount needed to cure the default: 179,731.45 Consumer Address line 1: 1590 Washington Avenue Consumer Address line 2:

Consumer Address line 3:

Consumer Address City/Town: Portland

Consumer Address State: ME

Consumer Address zip code: 04103

Natalia Moreno

From: Nobody <nobody@informe.org>
Sent: Friday, April 24, 2015 2:13 PM
To: Natalia Moreno
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Consumer Information

Consumer First name: Michael

Consumer Middle Initial/Middle Name:

Consumer Last name: Buck

Consumer Suffix: aka Michael J. Buck

Property Address line 1: 1590 Washington Avenue Property Address line 2:

Property Address line 3:

Property Address City/Town: Portland

Property Address State:

Property Address zip code: 04103

Property Address County: Cumberland

Notification Details

Date notice was mailed: 4/24/2015

Amount needed to cure the default: 179,731.45 Consumer Address line 1: 1590 Washington Avenue Consumer Address line 2:

Consumer Address line 3:

Consumer Address City/Town: Portland

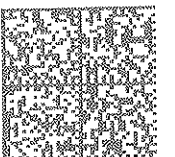
Consumer Address State: ME

Consumer Address zip code: 04103

Name and Address of Sender
Bendett and McHugh, P.C.
270 Farmington Avenue, Suite
151
Farmington, CT 06032

Check type of mail or service:
☐ Adult Signature Required
☐ Certified Mail
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Adult Signature Restricted Delivery
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
(If issued as a
certificate of mailing
or for additional
copies of this bill)
Postmark and
Date of Receipt



U.S. POSTAGE® PITNEY BOWES
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0001363771 APR 24 2015

Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	Fee	Handling Charge	Actual Value if Registered
1. [Redacted]	[Redacted]	.70	.60		
2. [Redacted]	[Redacted]	.70	.60		
3. 4314FC-201422764	Danielle Shone aka Danielle L. Shone 1590 Washington Avenue Portland, ME 04103	.70	.60		
4. 4314FC-201422764	Michael Buck aka Michael J. Buck 1590 Washington Avenue Portland, ME 04103	.70	.60		
5. [Redacted]	[Redacted]	.70	.60		
6. [Redacted]	[Redacted]	.70	.60		
7.					
8.					
Total Number of Pieces Listed by Sender 6	Total Number of Pieces Received at Post Office Postmaster, Per (Name of receiving employee)				

PS Form 3877, June 2011 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

